UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

DIANA TREJOS; ROSA DAMARIS LOPEZ; BERKY LOPEZ; LILIANA RUIZ FIERRO; AMERICA PATRICIA GONZALEZ; FLORICELDA ALONZO; WIDMAR MEJIA; EDWIN YEPES; ARNALDO PEREIRA; HUGO RAMIREZ; ALBERTO MARTINEZ NUNEZ; MERCEDES BONIFACIO; OLFA LICET VELASQUEZ; GRECIA NUNEZ; ZULMA ABREGO; NIEVE LOPEZ; NANCY CRUZ; YOHANNA MARTINEZ; MARCIA LORA; JORGE GONZALEZ LUPI; and FIDEL ANDRANGO; on behalf of themselves and others similarly situated, Plaintiffs, -against- EDITA'S BAR AND RESTAURANT, INC., d/b/a Flamingo; EDITA D'ANGELO, a/k/a Edith D'Angelo, individually; and LUIS ALBERTO RUIZ, individually, Defendants.	ECF Case Docket Number: 08 CV 1477 (KAM) (SMG)

PROPOSED AMENDED JOINT PRETRIAL ORDER

Pursuant to Rule 26(a)(3) of the Federal Rules of Civil Procedure and in accordance with the pretrial practices and procedures of United States District Court Judge Kiyo A. Matsumoto, the parties in the above-captioned action submit this proposed amended joint pretrial order.

I. **CAPTION**

The full caption of this action is set forth above.

II. PARTIES AND COUNSEL

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III. JURISDICTION

This Court has original jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337 over Plaintiffs' claims for unpaid wages, overtime, and retaliation under the Fair Labor Standards Act ("FLSA"). 29 U.S.C. § 216(b). This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a) over Plaintiffs' state law claims for violations of the minimum wage, overtime, retaliation, and spread-of-hours provisions of the New York Labor Law ("NYLL") § 190 et seq. and for common law battery.

IV. CLAIMS AND DEFENSES

A. Plaintiffs' Claims Remaining to be Tried

1. Federal Claims

a. Unpaid Minimum Wages under Federal Law

Defendants failed to pay Plaintiffs minimum wages as required by the FLSA and took unlawful deductions which reduced Plaintiffs' wages further below the statutory minimum. 29 U.S.C. § 206(a)(1). Plaintiffs seek their unpaid minimum wages, an equal amount in liquidated damages, reasonable attorneys' fees, costs, post-judgment interest, and such other relief as the Court may deem just and proper. 29 U.S.C. § 216(b).

(i) Defendants' Position

Defendants dispute that Plaintiffs possess a valid claim under the FLSA to the extent that Plaintiffs are either: (a) not "employees", and thus, not covered under the FLSA; and/or, (2) were paid proper wages/compensation in accordance with the law. Furthermore, the above claim should be dismissed against Defendant Ruiz, as there is no evidence that Ruiz, an employee of Defendant Edita's Bar &Restaurant, Inc. ("Edita's"), had control over Plaintiffs' pay, or that Ruiz has an ownership interest in Defendant Edita's.

b. Unpaid Overtime under Federal Law

Defendants failed to pay Plaintiffs overtime as required by the FLSA. 29 U.S.C. § 207(a)(1). Plaintiffs seek their unpaid overtime, an equal amount in liquidated damages, reasonable attorneys' fees, costs, post-judgment interest, and such other relief as the Court may deem just and proper. 29 U.S.C. § 216(b).

(i) Defendants' Position

Defendants dispute that Plaintiffs possess a valid claim under the FLSA to the extent that Plaintiffs are either: (a) not "employees", and thus, not covered under the FLSA; and/or, (2) were paid proper wages/compensation in accordance with the law. Furthermore, the above claim should be dismissed against Defendant Ruiz, as there is no evidence that Ruiz, an employee of Defendant Edita's Bar &Restaurant, Inc. ("Edita's"), had control over Plaintiffs' pay, or that Ruiz has an ownership interest in Defendant Edita's.

2. State Claims

a. Unpaid Minimum Wages under New York State Law

Defendants failed to pay Plaintiffs minimum wages as required by the NYLL. N.Y. Lab. Law § 652. Plaintiffs seek their unpaid minimum wages, liquidated damages of twenty-five percent, reasonable attorneys' fees, costs, pre- and post-judgment interest, and such other relief as the Court may deem just and proper. N.Y. Lab. Law § 663.

(i) Defendants' Position

Defendants dispute that Plaintiffs possess a valid claim under the NYLL to the extent that Plaintiffs are either: (a) not "employees", and thus, not covered under the NYLL; and/or, (2) were paid proper wages/compensation in accordance with the law. Furthermore, the above claim should be dismissed against Defendant Ruiz, as there is no evidence that Ruiz, an employee of

Defendant Edita's Bar &Restaurant, Inc. ("Edita's"), had control over Plaintiffs' pay, or that Ruiz has an ownership interest in Defendant Edita's.

b. Late Payment of Wages under New York State Law

Plaintiffs were "clerical or other workers" within the meaning of the NYLL. N.Y. Lab. Law § 190. Defendants failed to pay Plaintiffs at least semi-monthly as required by the NYLL. N.Y. Lab. Law § 191**.**

(i) Defendants' Position

Defendants dispute that Plaintiffs possess a valid claim under the NYLL to the extent that Plaintiffs are either: (a) not "employees", and thus, not covered under the NYLL; and/or, (2) were paid proper and timely wages/compensation in accordance with the law. Furthermore, the above claim should be dismissed against Defendant Ruiz, as there is no evidence that Ruiz, an employee of Defendant Edita's Bar &Restaurant, Inc. ("Edita's"), had control over Plaintiffs' pay, or that Ruiz has an ownership interest in Defendant Edita's.

c. Unpaid Overtime under New York State Law

Defendants failed to pay Plaintiffs overtime as required by the NYLL. N.Y. Comp. Codes R. & Regs. tit. 12 § 142-2.2. Plaintiffs seek their unpaid overtime, liquidated damages of twenty-five percent, reasonable attorneys' fees, costs, pre- and post-judgment interest, and such other relief as the Court may deem just and proper. N.Y. Lab. Law § 663.

(i) Defendants' Position

Defendants dispute that Plaintiffs possess a valid claim under the NYLL to the extent that Plaintiffs are either: (a) not "employees", and thus, not covered under the NYLL; and/or, (2) were paid proper wages/compensation in accordance with the law. Furthermore, the above claim should be dismissed against Defendant Ruiz, as there is no evidence that Ruiz, an employee of

Defendant Edita's Bar &Restaurant, Inc. ("Edita's"), had control over Plaintiffs' pay, or that Ruiz has an ownership interest in Defendant Edita's.

d. Unpaid Spread-of-Hours under New York State Law

Defendants failed to pay Plaintiffs an extra hour's compensation at the minimum wage rate for days on which they worked more than ten hours. N.Y. Comp. Codes R. & Regs. tit. 12 § 142-2.4. Plaintiffs seek their unpaid spread-of-hours pay, liquidated damages of twenty-five percent, reasonable attorneys' fees, costs, pre- and post-judgment interest, and such other relief as the Court may deem just and proper. N.Y. Lab. Law § 663.

(i) Defendants' Position

Defendants dispute that Plaintiffs possess a valid claim under the NYLL to the extent that Plaintiffs are either: (a) not "employees", and thus, not covered under the NYLL; and/or, (2) were paid proper wages/compensation in accordance with the law. Furthermore, the above claim should be dismissed against Defendant Ruiz, as there is no evidence that Ruiz, an employee of Defendant Edita's Bar &Restaurant, Inc. ("Edita's"), had control over Plaintiffs' pay, or that Ruiz has an ownership interest in Defendant Edita's.

e. Unlawful Deductions under New York State Law

Plaintiffs Diana Trejos, Rosa Damaris Lopez, Berky Lopez, Liliana Ruiz Fierro, America Patricia Gonzalez, Floricelda Alonzo, Mercedes Bonifacio, Olfa Licet Velasquez, Grecia Nunez, Zulma Abrego, Nieve Lopez, Nancy Cruz, Yohanna Martinez, and Marcia Lora (the "Dancers" or "Dancer Plaintiffs") were "clerical or other workers" within the meaning of the NYLL. N.Y. Lab. Law § 190. Defendants took unauthorized deductions from the Dancers' wages in violation of N.Y. Lab. Law § 193. Defendants took additional deductions from Dancer Plaintiffs' wages in the form of unreimbursed uniform purchasing costs and laundering expenses in violation of N.Y. Comp. Codes R. & Regs. Tit. 12 § 142-3.5. The Dancers seek reimbursement for unauthorized deductions, liquidated damages of twenty-five percent, reasonable attorneys' fees, costs, pre- and post-judgment interest, and such other relief as the Court may deem just and proper. N.Y. Lab. Law § 198.

(i) Defendants' Position

Defendants' dispute the Dancer Plaintiffs' entitlement to recovery for "unlawful deductions under New York State Law," as the Dancer Plaintiffs are not employees and are not considered "clerical or other workers" within the meaning of NYLL, and thus, are not entitled to reimbursement for fees charged by Edita's for allowing these independent workers access to Edita's in order to perform their work.

f. Battery under New York State Law

Defendant Luis Alberto Ruiz committed battery against Plaintiffs Diana Trejos, Rosa Damaris Lopez, Berky Lopez, and Liliana Ruiz Fierro within the meaning of New York common law. *See, e.g.*, *Girden v. Sandals Intern.*, 262 F.3d 195, 203 (2d Cir. 2001). Plaintiffs Trejos, R. Lopez, B. Lopez, and Fierro seek compensatory and punitive damages.

(i) Defendants' Position

Defendants dispute that Defendant Luis Alberto Ruiz committed battery against any of the named Plaintiffs. Furthermore, this claim should be dismissed against Edita's Bar and Restaurant, Inc. and Edith D'Angelo, as even if it is determined that Ruiz engaged in battery (which he did not) such action was not taken in the course of his performing his normal job duties and responsibilities, and cannot be attributed to Edita's Bar and Restaurant, Inc. or Edith D'Angelo, individually.

B. **Plaintiffs' Claims No Longer to be Tried**

1. Collective Action under Federal Law

Plaintiffs originally brought their FLSA minimum wage and overtime claims as collective action claims on behalf of themselves and other similarly situated. 29 U.S.C. § 216(b). Plaintiffs hereby withdraw the collective action aspect of their FLSA claims so that no FLSA minimum wage or overtime claims are to be tried on behalf of non-party employees similarly situated to Plaintiffs.

2. Claims Brought by Non-Dancer Plaintiffs

Plaintiffs Widmar Mejia, Edwin Yepes, Arnaldo Pereira, Hugo Ramirez, Alberto Martinez Nunez, Jorge Gonzalez Lupi, and Fidel Andrango (the "Non-Dancer Plaintiffs") originally brought claims for (i) unpaid minimum wages and overtime under the FLSA and NYLL, (ii) late payment of wages, (iii) unpaid spread-of-hours, (iv) unlawful deductions under the NYLL, and (v) for Plaintiff Widmar Mejia, retaliation under the FLSA and the NYLL. The Non-Dancer Plaintiffs sought all applicable damages, costs and attorneys' fees. The claims set forth by the Non-Dancer Plaintiffs are set forth in the parties' original Proposed Joint Pretrial Order filed on March 4, 2011 (*See* Dkt. No. 89).

Since the original Proposed Joint Pretrial Order was filed in March 4, 2011, the Non-Dancer Plaintiffs and Defendants have agreed to settle all claims brought on behalf of the Non-Dancer Plaintiffs. are to be withdrawn if various confidential conditions are satisfied prior to the beginning of trial. If such conditions are not satisfied, however, the Non-Dancer Plaintiffs fully reserve their right to try these claims at trial as set forth in the parties' original Proposed Joint Pretrial Order. The Non- Dancer Plaintiffs and Defendants are still working out the details of the settlement but are hopefully that an agreement will be executed on or before July 22, 2011. To the extent an agreement is executed and certain other terms are met, as provided for in the settlement agreement, the parties will submit a stipulation and partial order of dismissal, dismissing all claims brought by the Non-Dancer Plaintiffs.

To the extent, however, that the Non-Dancer Plaintiffs and Defendants are unable to effect a settlement by July 22, 2011, the Non-Dancer Plaintiffs fully reserve their right to try all claims, as set forth in the original Proposed Joint Pretrial Order filed on March 4, 2011.

V. DAMAGES AND RELIEF

Plaintiffs are owed unpaid minimum wages, overtime, spread-of-hours, reimbursement of unlawful deductions, unreimbursed uniform purchase and laundering costs, liquidated damages, and interest. Certain plaintiffs are also owed damages for battery and retaliation. This section explains how the applicable laws are applied to calculate Plaintiffs' damages. In addition ***Appendix A*** sets forth "damages charts" calculating the approximate unpaid wages owed to each Plaintiff.[1]

A. Statute of Limitations

The FLSA statutes of limitations should be equitably tolled in this case because Defendants failed to post required notices advising Plaintiffs of their FLSA and NYLL rights and because Plaintiffs were unaware of their rights until approximately the time they sought legal advice in early 2008. However, the damages charts set forth wages owed based on the three-year statute of limitations applicable to willful FLSA violations and the six-year statute of limitations applicable to NYLL violations. 29 U.S.C. § 255; N.Y. Lab. Law § 198(3).

For the three years prior to the date this action was filed, some Plaintiffs have claims that arise under both federal and state law. For such periods, the damages charts calculate the full

[1] In light of the parties' settlement-in-principle of the Non-Dancer Plaintiffs' claims, Appendix A no longer contains a calculation of damages for the Non-Dancer Plaintiffs. If the settlement is not effectuated as planned, Plaintiffs reserve the right to claim damages for Non-Dancer Plaintiffs in a substantially similar method and amount to that set forth in Appendix A of the parties' Joint Pretrial Order filed on March 4, 2011.

unpaid wages owed under federal law, plus federal liquidated damages, and then any additional non-cumulative wages owed under state law such as spread-of-hours and state liquidated damages. Damages will be higher should the Court agree that the statute of limitations should be tolled.

Defendants dispute that the statute of limitations should be equitably tolled.

B. Minimum Wage Claims

Under both federal and state law, Plaintiffs were entitled to a minimum wage at the rate of $5.15 per hour for work performed on or before December 31, 2004. 29 U.S.C. § 206; N.Y. Lab. Law § 652. Under the NYLL, Plaintiffs were entitled to a minimum wage of $6.00 per hour from January 1, 2005 through December 31, 2005; $6.75 from January 1, 2006 through December 31, 2006; and $7.15 per hour thereafter. N.Y. Lab. Law § 652. The federal minimum wages at the time were lower, and thus our calculations incorporate the higher New York rate. Defendants paid certain Plaintiffs less than the minimum wage per hour for their work, and paid some Plaintiffs no wages at all. Accordingly, Plaintiffs are entitled to unpaid minimum wages for all hours worked.

In the damages charts, minimum wage violations are reflected in the "Actual Hourly Rate" column, which is calculated by dividing the amount in the "Wage per wk" column by the "Hrs per wk" column, to arrive at the hourly regular rate of pay. Unpaid minimum wages are reflected in the charts under the heading "Min. Wage Dam." The figures in this column are calculated by multiplying the number in the corresponding "Hrs Per Week" column by the difference between the amounts in the corresponding "Actual Hourly Rate" and "NY Min Wage" columns. The resulting figure is then multiplied by the number in the "# of weeks" column. Where the "Actual Hourly Rate" equals or exceeds the "NY Min Wage" during a particular time period, there are no minimum wage violations reflected under "Min. Wage Dam." for that time period.

Defendants dispute Plaintiffs' entitlement to the damages sought, as Plaintiffs were either paid minimum wage or were independent contractors, and thus, not covered under N.Y. Lab. Law § 652. Furthermore, Defendants dispute the accuracy of the damages listed in Plaintiffs' chart.

C. **Overtime Claims**

Plaintiffs worked varying amounts of overtime during different time periods and depending on job category. When employees work more than 40 hours in a workweek, employees must be paid no less than one and one-half times the regular rate of pay for each hour worked in excess of 40 hours. 29 U.S.C. § 207(a)(1); N.Y. Comp. Codes R. & Regs. tit. 12 § 142-2.2. If an employee's regular rate of pay is less than the minimum wage, the overtime rate is calculated based on the highest applicable minimum wage. Federal law provides that if the state minimum wage is higher than the federal minimum wage, the federal overtime rate is calculated as one and one-half times the state minimum wage. 29 C.F.R. 778.5. When an employee is paid wages, the promised weekly wage does not include the overtime premium absent an explicit agreement to the contrary. *See* 29 C.F.R. 778.113; N.Y. Comp. Codes R. & Regs. tit. 12 § 142-2.2; *see also Yang v. ACBL Corp.*, 2005 U.S. Dist LEXIS 31567 at *11 (S.D.N.Y. Dec. 5, 2005); *see also In re Cayuga Lumber, Inc.*, 2007 IBA No. PR 05-009 (September 27, 2007). Because Defendants did not pay any Plaintiffs time and a half for hours worked over 40 per week, Plaintiffs are entitled to the unpaid overtime premium for overtime hours worked.

Unpaid overtime wages are reflected in the damages charts under the heading "Overtime Dam." The figures in this column are calculated by subtracting the number 40 from the "Hours

Per Week" column, then multiplying that number by ½ times the greater of the corresponding "Actual Hourly Rate" or "NY Min Wage" amounts. The resulting figure is then multiplied by the number in the "# of weeks" column. Where a worker did not work more than 40 hours during a particular time period, there are no overtime violations reflected under "Overtime Dam." for that time period.

Defendants dispute that the Plaintiffs either: (a) worked overtime; or, (b) were not adequately compensated under the law for any and all overtime worked. To the extent Plaintiffs are independent contractors, they are not entitled, as a matter of law, to overtime, as they are not employees of Defendant Edita Bar & Restaurant, Inc. Furthermore, Defendants dispute the accuracy of the damages listed in Plaintiffs' chart.

D. **Spread-of-Hours Claims**

Under the NYLL, an employer is required to pay an additional hour of pay at the minimum wage for each day that an employee works for more than ten hours ("spread-of-hours" wages). *See* N.Y. Lab. Law § 650 et seq.; N.Y.Comp. Codes R. & Regs. tit. 12 §142-2.4. Because Defendants did not pay spread-of-hours wages to Plaintiffs who worked more than 10 hours per day, those Plaintiffs are entitled to an extra hour's pay at the minimum wage rate for every day they worked more than 10 hours.

Unpaid spread-of-hours wages are reflected in the damages charts under the heading "NY Spread hrs Dam." The figures in this column are calculated by multiplying the figure in the corresponding "Days per wk w/ 10+ hrs" column by the figure in the corresponding "NY Min. Wage" column. The resulting figure is then multiplied by the number in the "# of weeks" column. Where a worker did not work over 10 hours a day on any day during a particular time period, there are no spread-of-hours violations reflected in the chart for that time period.

Defendants dispute that Plaintiffs were employees, thus triggering any obligation for "spread-of-hours" wages. Defendants dispute that Plaintiffs were not adequately compensated for the work that was performed. Furthermore, Defendants dispute the accuracy of the damages listed in Plaintiffs' chart.

E. **Unlawful Deductions/ Entry Fees and Lateness Fines**

Defendants required the Dancer Plaintiffs to pay a $10.00 or $11.00 fee at the start of each shift, starting in approximately 2006. Under the NYLL, an employer may not make any unlawful deduction from the wages of an employee or require an employee to make any payment to the employer by separate transaction. N.Y. Lab. Law § 193. Because Defendants charged these Plaintiffs fees to work, and charged them fines for various reasons, these Plaintiffs are entitled to reimbursement of unlawful deductions. Entrance fees are calculated in the Dancers' damages spreadsheet under the heading "Entrance Fees per week." The amount listed is based on each Dancer's workweek of five days per week during the relevant time period, which came to a weekly entrance fee payment of $50.00 starting in January 2006 and $55.00 starting in mid-2007. These damages are only calculated for Dancer Plaintiffs.

Defendants also required the Dancers to pay a fine if they were late for work or if they missed work. The amounts of the fines paid by each Dancer Plaintiff vary in amounts to be determined at trial and are not calculated in the damages chart.

Defendants dispute that Plaintiffs can recover for "unlawful deductions" as the Dancer Plaintiffs were independent contractors who were permitted to work within Edita's Bar & Restaurant for a fee that was charged up front. As the Dancer Plaintiffs are not employees, they are unable to recover under N.Y. Lab. Law § 193. Furthermore, Defendants dispute the accuracy of the damages listed in Plaintiffs' chart.

F. **Uniforms**

1. Uniform Costs

Defendants required the Dancers to purchase required uniforms with their own money. The Dancers were also required to purchase the use of lockers from Defendants to store these uniforms and personal items. Under the NYLL, an employer must reimburse an employee for the cost of a required uniform no later than the time of the next payment of wages. N.Y. Comp. Codes R. & Regs. tit. 12 § 142-3.5(c). Dancer Plaintiffs are owed additional amounts to be determined at trial for the unreimbursed cost of purchasing the uniforms and the use of the lockers.

Defendants' dispute Plaintiffs' use of the term "required." More importantly, the Dancer Plaintiffs are not employees of Defendant, and as such, Defendants had no obligation to reimburse Plaintiffs for their purchase of clothing.

2. Cost of Laundering Uniforms

Defendants did not launder or maintain the required uniforms or reimburse the Dancers for doing so. When an employer does not launder or maintain the required uniform for its employees, and an employee works more than 30 hours per week, the employer is required to pay the employee, in addition to the minimum wage, $6.40 per week prior to December 31, 2004; $7.45 per week on and after January 1, 2005; $8.40 per week on and after January 1, 2006, and $8.90 per week on and after January 1, 2007. N.Y. Comp. Codes R. & Regs. Tit. 12 § 142-3.5(c). The Dancers are therefore owed these weekly amounts for Defendants' failure to pay the cost of laundering required uniforms. Unpaid uniform laundering expenses are reflected in the charts under the heading "Weekly Laundering damages." The figures in this column are calculated by multiplying the figure in the corresponding "Weekly Uniform Laundering" column by the figure in the "# of weeks" column. These damages are only calculated for Dancer Plaintiffs.

Defendants dispute that Plaintiffs were employees, thus triggering any obligation with respect to the laundering of uniforms. Furthermore, Defendants dispute the accuracy of the damages listed in Plaintiffs' chart.

G. **Fair Labor Standards Act Liquidated Damages**

An employer who violates the FLSA's minimum wage and overtime requirements is liable for any unpaid minimum wages or overtime compensation "and an additional equal amount as liquidated damages." 29 U.S.C. § 216(b). Therefore, in addition to their unpaid minimum and overtime wages arising under the FLSA, Plaintiffs are entitled to 100% liquidated damages on the portions of their claims which arise under the FLSA. In the damages charts, the "FLSA Liq. Dam" column calculates 100% FLSA damages on the amounts reflected in the "Min Wage Dam.", "Overtime Dam" and, for the Dancer Plaintiffs, the "Entrance Fee Damages". One hundred percent of the FLSA damages are calculated for the three years immediately preceding the date this action was filed, going back to April 10, 2005.

The Defendants dispute that they have violated the FLSA, and as such, Plaintiffs are not entitled to liquidated damages.

H. **New York Labor Law Liquidated Damages**

Under the NYLL, an employee may be awarded liquidated damages constituting an additional 25% of the total wages owed by the employer "upon a finding that the employer's failure to pay the wage[s] required ... was willful." N.Y. Lab. Law §198[2]. Because Plaintiffs

[2] NYLL liquidated damages are considered punitive in nature, while FLSA liquidated damages are considered compensatory in nature. Relying on this distinction, the Southern District of New York has

will prove that Defendants' failure was willful, Plaintiffs are entitled to 25% liquidated damages on the portions of their claims which arise under the NYLL.

In the damages charts, the "NY Liq. Dam." column calculates 25% New York state law damages on the amounts reflected in the "Min Wage Dam.", "Overtime Dam", "Weekly Laundering Damages", "NY Spread hrs. Dam" and, for the Dancer Plaintiffs, the "Entrance Fee Damages". Twenty five percent of the New York damages are calculated for the six years immediately preceding the date this action was filed, going back to April 10, 2002.

The Defendants dispute that they have violated the NYLL, and as such, Plaintiffs are not entitled to liquidated damages. Furthermore, Defendants dispute the accuracy of Plaintiffs' damages chart.

I. **CPLR Prejudgment Interest**

New York law provides for the reimbursement of interest earned on withheld wages and overtime. C.P.L.R. § 5001. Under Section 5001, interest accrues at 9% per annum computed on a simple interest basis from "the earliest ascertainable date the cause of action existed." C.P.L.R §§ 5001; 5004. Prejudgment interest is not owed, however, on that portion of wages to which FLSA liquidated damages are applied because FLSA damages and 9% CPLR interest are compensatory in nature and may not be simultaneously counted on the same unpaid wage amounts. Therefore, Plaintiffs are entitled to 9% simple interest per year for each week in which they are owed wages under state law, which is reflected in the "NY Prejudgment Int." column. Prejudgment interest for the time period from April 10, 2005 forward is calculated only on the amounts in the "NY Spread hrs. Dam" column because FLSA compensatory damages apply to the rest of the wages owed during this period. Prejudgment interest for the time period from

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found that a plaintiff may receive both forms of liquidated damages on unpaid wages owed. *See Ke v. Saigon Grill, Inc.*, 595 F. Supp. 2d 240 (S.D.N.Y. 2008).

April 10, 2002 through April 10, 2005 is calculated on the sum of the amounts in "Min Wage Dam.", "Overtime Dam", "NY Spread hrs. Dam" and, for the Dancer Plaintiffs, the "Entrance Fee Damages", because unpaid wages accrued during these years are not subject to FLSA compensatory damages.

The amounts subject to prejudgment interest are then multiplied by 9% for each year of interest accrued. The number of years of interest accrued is calculated based on the length of time between the midpoint of each work period (the date halfway between the dates in the "Start Date" and "End Date" columns and March 4, 2011). Pre-judgment interest due to Plaintiffs increases each day and therefore, must be recalculated post-trial.

The Defendants dispute that they have violated New York law, and as such, Plaintiffs are not entitled to prejudgment interest. Furthermore, Defendants dispute the accuracy of Plaintiffs' damages chart.

J. **Damages for Battery**

Plaintiffs Diana Trejos, Rosa Damaris Lopez, Berky Lopez, and Liliana Ruiz Fierro seek compensatory and punitive damages for Defendant Ruiz's assaults and batteries, in amounts to be determined at trial.

Defendants dispute that Plaintiffs Trejos, Lopez, Lopez, and Fierro were subjected to battery. Furthermore, this claim should be dismissed against Edita's Bar and Restaurant, Inc., as well as Edith D'Angelo individually, as even if it is determined that Ruiz engaged in the alleged conduct (which he did not) such action was not taken in the course of his performing his normal job duties and responsibilities, and cannot be attributed to Edita's Bar and Restaurant, Inc. or D'Angelo. Furthermore, Plaintiffs cannot meet the standard necessary for an award of punitive damages, and cannot show that they suffered any actual damages in order to collect compensatory damages.

K. **Costs and Attorneys' Fees**

The FLSA and the NYLL also entitle a Plaintiff, upon receiving a judgment for unpaid wages, to recover costs and reasonable attorneys' fees. *See* 29 U.S.C. 216(b); N.Y. Lab. Law § 198 (1-a). Defendants will be liable for such fees and costs upon any judgment in Plaintiffs' favor.

Defendants' represent that many of the fees, costs, and expenses that Plaintiffs have incurred during the course of this litigation were not reasonable, and do not believe that Plaintiffs will be considered a prevailing party under the law such that reasonable fees and costs are recoverable. Defendants' reserve their right to oppose any motion for fees should judgment be entered in Plaintiffs' favor.

VI. **JURY OR BENCH TRIAL**

The case shall be tried without a jury.

The parties estimate that this trial will take approximately five days.

VII. **CONSENT TO MAGISTRATE JUDGE**

The parties do not consent to trial by a Magistrate Judge.

VIII. STIPULATION OF FACT AND LAW

A. Stipulations of Fact

1. Plaintiffs originally filed this action on April 10, 2008.

2. Plaintiffs filed their amended complaint on August 1, 2008.

3. Edita's Bar and Restaurant, Inc. (a/k/a the "Flamingo") is an active domestic business corporation, organized under the laws of New York, with its principal place of business located at 85-12 Roosevelt Avenue, Jackson Heights, New York 11372.

4. At all times relevant to this action, Flamingo was an enterprise as defined by the FLSA, 29 U.S.C. § 203(r) and (s).

5. Flamingo has been an active corporation since 1983.

6. Dancing at Flamingo began in 2001.

7. Ms. D'Angelo obtained a cabaret license from the city for Flamingo for this purpose.

8. Defendant Luiz Ruiz has been Defendant Ms. D'Angelo's boyfriend since at least 2002.

9. Defendant Edita D'Angelo, a/k/a Edith D'Angelo, owns the Flamingo and is the only current shareholder. Ms. D'Angelo has been the sole owner and shareholder of the Flamingo since at least 2005.

10. Plaintiffs Trejos, R. Lopez, B. Lopez, Fierro, Gonzalez, Alonzo, Bonifacio, Velasquez, G. Nunez Abrego, N. Lopez, Cruz, Martinez and Lora (collectively, the "Dancers") were dancers at the Flamingo.

11. The Dancers were not paid any wages by Defendants.

12. The Dancers danced with customers of the Flamingo for money provided by the customers.

13. The Dancers received money from Flamingo's customers at a rate of $2.00 per song danced or $40 per hour.

14. Defendants did not keep any record or records of the number of songs danced by any Dancer or the total earnings of any dancer per night.

15. The Dancers had a weekly schedule.

16. The arrival of each Dancer was maintained by a sign-in system at the Flamingo (the "Arrival Sheets").

17. Dancers were required to pay $10.00 for entry into the club at the start of each shift (the "Entry Fee"). This Entry Fee was increased to $11.00 some time in 2007.

18. If a Dancer did not pay the Entry Fee she was not admitted into the club.

19. Flamingo collected money from dancers for lateness or unexcused absences.

20. Dancers wore certain uniforms to work that corresponded with various "theme nights".

21. Over the years, theme nights set by Defendants included schoolgirl night, nurse night, police night, formal night, pajama night, corset night, bathing suit night, Arabia night and miniskirt night.

22. Flamingo did not provide Dancers with uniforms or money to purchase uniforms.

23. Defendants used video surveillance in the public areas of Flamingo.

24. Defendants did not prepare, possess, or maintain any documents or records reflecting the hours that any of the Dancer Plaintiffs worked or the pay that any Dancer Plaintiff received.

25. Plaintiffs Edwin Yepes, Arnaldo Pereira, Hugo Ramirez, Alberto Martinez Nunez, and Jorge Gonzalez Lupi (collectively the "Waiters"), worked as waiters at Flamingo, and were occasionally required to perform security guard duties.

26. Plaintiff Fidel Andrango worked as a janitor at Flamingo.

27. Plaintiff Widmar Mejia Chacon worked, variously, as a waiter, DJ, security guard, janitor and "crowd motivator" at Flamingo.

28. Non-Dancer Plaintiffs were "employees" as defined in the FLSA, 29 U.S.C. § 203(e).

29. Non-Dancer Plaintiffs were "employees" as defined in the NYLL, N.Y. Lab. Law § 651(5).

30. Hector Colon-Malavet has been the Defendants' accountant since at least 2004.

B. **Stipulations of Law**

1. The Court has jurisdiction over Plaintiffs' claims pursuant to 28 U.S.C. §§ 1331, 1337, 1367(a) and 29 U.S.C. § 216(b).

2. Venue is proper in this District pursuant to 28 U.S.C. § 1391.

3. At all times relevant to this action, Flamingo was an enterprise as defined by the FLSA, 29 USC § 203(r).

4. The FLSA defines an employee as "any individual employed by an employer." 29 U.S.C. § 203(e)(1). It further defines to "employ" as including "to suffer or permit to work." *Id.* § 203(g). "An entity 'suffers or permits' an individual to work if, as a matter of 'economic reality,' the entity functions as the individual's employer." *Zheng v. Liberty Apparel Co.*, 355 F.3d 61, 66 (2d Cir. 2003).

5. In determining whether individuals are employees or independent contractors for purposes of the Fair Labor Standards Act, courts apply a test known as the economic reality test. *See Rutherford Food Corp. v. McComb*, 331 U.S. 722, 727 (1947); *Brock v. Superior Care, Inc.*, 840 F.2d 1054, 1058-59 (2d Cir. 1988); *see also Nationwide Mut. Ins. Co. v. Darden*, 503 U.S. 318, 326 (1992).

6. A non-exhaustive list of relevant factors under this test includes: (1) the degree of control exercised by the employer over the workers; (2) the workers' opportunity for profit or loss and their investment in the business; (3) the degree of skill and independent initiative required to perform the work; (4) the permanence or duration of the working relationship; and (5) the extent to which the work is an integral part of the employer's business. *See Zheng*, 355 F.3d at 67; *Brock*, 840 F.2d at 1058-59. This Court has already adopted this framework in the course of this litigation. *See Trejos et al. v. Edita's et al.*, 08-CV-1477 (KAM) (SMG), 2009 WL 749891, at *1 (E.D.N.Y. Mar. 17, 2009).

7. The New York Minimum Wage Act defines an employee to include "any individual employed or permitted to work by an employer in any occupation." N.Y. Lab. Law § 651(5). Given the overlap between the federal and state definitions of employee for purposes of the minimum wage, federal courts in New York have considered similar factors to those established by the Second Circuit to determine employee status under New York law. *See, e.g.*, *Trejos,* 2009 WL 749891, at *1.

8. When determining whether the control factor of the economic reality test favors an employer-employee relationship, courts in the Second Circuit consider factors including whether the alleged employer (a) controlled employee work schedules or conditions of employment, (b) determined the rate and method of payment, (c) had the power to hire and fire the employees, and (d) maintained employment records. *Barfield v. New York City Health and Hosps. Corp.*, 537 F.3d 132, 142 (2d Cir. 2008).

9. An employer must maintain detailed employment records for each employee pursuant to the New York Labor Law; N.Y. Lab. Law §§ 195 and 661; N.Y. Comp. Codes R. & Regs. tit. 12 § 142-2.6; the Fair Labor Standards Act; 29 U.S.C. § 211(c); 29 C.F.R. § 516.2(a).

10. Plaintiffs may testify as to their approximate recollections in order to establish by a preponderance of the evidence the dates and hours they worked and the pay, if any, that they received. The burden then shifts to Defendants to rebut Plaintiffs' testimony with documentary evidence of the precise amount of work performed or with evidence to negate the reasonableness of the inference to be drawn from the Plaintiffs' evidence. *See Anderson v. Mt. Clemens Pottery Co.*, 328 U.S. 680 (1946); *Reich v. Southern New England Telecomms. Corp.*, 121 F.3d 58, 67 (2d Cir. 1997); *Yang v. ACBL Corp*., 427 F. Supp. 2d 327, 335 (S.D.N.Y. 2005).

IX. WITNESSES

A. Plaintiffs' Witnesses:

1. Live Testimony[3]

Name	Address	Area(s) of Testimony
Diana Trejos	c/o Elizabeth Wagoner, Esq. 92-10 Roosevelt Ave. Jackson Heights, NY 11372	Fact witness on: employment status; terms and conditions of employment; dates and hours of employment; compensation; unreimbursed expenses; and battery.
Rosa Damaris Lopez	c/o Elizabeth Wagoner, Esq. 92-10 Roosevelt Ave. Jackson Heights, NY 11372	Fact witness on: employment status; terms and conditions of employment; dates and hours of employment; compensation; unreimbursed expenses; and battery.
Berky Lopez	c/o Elizabeth Wagoner, Esq. 92-10 Roosevelt Ave. Jackson Heights, NY 11372	Fact witness on: employment status; terms and conditions of employment; dates and hours of employment; compensation; unreimbursed expenses; and battery.
Liliana Ruiz Fierro	c/o Elizabeth Wagoner, Esq. 92-10 Roosevelt Ave. Jackson Heights, NY 11372	Fact witness on: employment status; terms and conditions of employment; dates and hours of employment; compensation; unreimbursed expenses; and battery.
America Patricia Gonzalez	c/o Elizabeth Wagoner, Esq. 92-10 Roosevelt Ave. Jackson Heights, NY 11372	Fact witness on: employment status; terms and conditions of employment; dates and hours of employment; compensation; and unreimbursed expenses.

[3] Plaintiffs may call the individuals listed in the live testimony chart as part of their case-in-chief.

Name	**Address**	**Area(s) of Testimony**
Floricelda Alonzo	c/o Elizabeth Wagoner, Esq. 92-10 Roosevelt Ave. Jackson Heights, NY 11372	Fact witness on: employment status; terms and conditions of employment; dates and hours of employment; compensation; and unreimbursed expenses.
Mercedes Bonifacio	c/o Elizabeth Wagoner, Esq. 92-10 Roosevelt Ave. Jackson Heights, NY 11372	Fact witness on: employment status; terms and conditions of employment; dates and hours of employment; compensation; and unreimbursed expenses.
Olfa Licet Velasquez	c/o Elizabeth Wagoner, Esq. 92-10 Roosevelt Ave. Jackson Heights, NY 11372	Fact witness on: employment status; terms and conditions of employment; dates and hours of employment; compensation; and unreimbursed expenses.
Grecia Nunez	c/o Elizabeth Wagoner, Esq. 92-10 Roosevelt Ave. Jackson Heights, NY 11372	Fact witness on: employment status; terms and conditions of employment; dates and hours of employment; compensation; and unreimbursed expenses.
Nieve Lopez	c/o Elizabeth Wagoner, Esq. 92-10 Roosevelt Ave. Jackson Heights, NY 11372	Fact witness on: employment status; terms and conditions of employment; dates and hours of employment; compensation; and unreimbursed expenses.
Nancy Cruz	c/o Elizabeth Wagoner, Esq. 92-10 Roosevelt Ave. Jackson Heights, NY 11372	Fact witness on: employment status; terms and conditions of employment; dates and hours of employment; compensation; and unreimbursed expenses.
Marcia Lora	c/o Elizabeth Wagoner, Esq. 92-10 Roosevelt Ave. Jackson Heights, NY 11372	Fact witness on: employment status; terms and conditions of employment; dates and hours of employment; compensation; and unreimbursed expenses.
Zulma Abrego	c/o Elizabeth Wagoner, Esq. 92-10 Roosevelt Ave. Jackson Heights, NY 11372	Fact witness on: employment status; terms and conditions of employment; dates and hours of employment; compensation; and unreimbursed expenses.
Edwin Yepes	c/o Elizabeth Wagoner, Esq. 92-10 Roosevelt Ave. Jackson Heights, NY 11372	Fact witness on: employment status; terms and conditions of employment; dates and hours of employment; compensation; and unreimbursed expenses.
Arnaldo Pereira,	c/o Elizabeth Wagoner, Esq. 92-10 Roosevelt Ave. Jackson Heights, NY 11372	Fact witness on: employment status; terms and conditions of employment; dates and hours of employment; compensation; and unreimbursed expenses.

Name	Address	Area(s) of Testimony
Alberto Martinez Nunez	c/o Elizabeth Wagoner, Esq. 92-10 Roosevelt Ave. Jackson Heights, NY 11372	Fact witness on: employment status; terms and conditions of employment; dates and hours of employment; compensation; and unreimbursed expenses.
Hugo Ramirez	c/o Elizabeth Wagoner, Esq. 92-10 Roosevelt Ave. Jackson Heights, NY 11372	Fact witness on: employment status; terms and conditions of employment; dates and hours of employment; compensation; and unreimbursed expenses.
Jorge Gonzalez Lupi	c/o Elizabeth Wagoner, Esq. 92-10 Roosevelt Ave. Jackson Heights, NY 11372	Fact witness on: employment status; terms and conditions of employment; dates and hours of employment; compensation; and unreimbursed expenses.
Fidel Andrango	c/o Elizabeth Wagoner, Esq. 92-10 Roosevelt Ave. Jackson Heights, NY 11372	Fact witness on: employment status; terms and conditions of employment; dates and hours of employment; compensation; and unreimbursed expenses.
Edita D'Angelo[4]	c/o Thomas Ricotta, Esq. One Old County Road Suite 347 Carle Place, NY 11514 (615)878-9550	Fact witness on: employment status; terms and conditions of employment; dates and hours of employment; compensation; battery; and retaliation.

2. Via Deposition

Plaintiffs intend to offer the testimony of Mr. Mejia via deposition pursuant to Federal Rule of Civil Procedure 32(a)(4)(B). Mr. Mejia currently resides in Guatemala. Plaintiffs may also offer the deposition testimony of Luis Ruiz, Edith D'Angelo and Juliette Gomez as part of its case-in-chief, *see infra* Section X.

Defendants object to the testimony of Plaintiff Widmar Mejia via deposition.

Plaintiffs may also offer the deposition testimony of Hector Colon-Malavet if Mr. Colon-Malavet responds to Plaintiffs' deposition by written questions, which were served on Mr. Colon-Malavet on July 7, 2010 pursuant to the Court's June 21, 2010 Order. Mr. Colon-Malavet

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4 Ms. D'Angelo will be called as a witness identified with an adverse party pursuant to Federal Rule of Evidence 611(c).

did not respond to the deposition questions, despite the Court granting Mr. Colon-Malavet two extensions to comply. His counsel filed a letter on October 12, 2010 stating that they have not been in contact with Mr. Colon-Malavet for some time and that they are unable to comply with the Court's Order. *See* Docket Entry No. 72.

Name	**Address**	**Area(s) of Testimony**
Widmar Mejia	c/o Elizabeth Wagoner, Esq. 92-10 Roosevelt Ave. Jackson Heights, NY 11372	Fact witness on: employment status; terms and conditions of employment; dates and hours of employment; compensation; unreimbursed expenses; battery; and retaliation.
Luiz Ruiz	c/o Thomas Ricotta, Esq. One Old County Road Suite 347 Carle Place, NY 11514 (615)878-9550	Fact witness on: employment status; terms and conditions of employment; dates and hours of employment; compensation; unreimbursed expenses; battery; and retaliation.
Edita D'Angelo	c/o Thomas Ricotta, Esq. One Old County Road Suite 347 Carle Place, NY 11514 (615)878-9550	Fact witness on: employment status; terms and conditions of employment; dates and hours of employment; compensation; battery; and retaliation.
Juliette Gomez	35-31 212th Street Bayside, NY 11361	Fact witness on: employment status; terms and conditions of employment; dates and hours of employment; compensation; and unreimbursed expenses.
Hector Colon-Malavet	c/o Joshua B. Summers Morrit Hock & Horowitz LLP 400 Garden City Plaza Garden City, NY 11530 (516) 873-2000	Fact witness on: employment status, terms and conditions of employment, document retention, compensation, and unreimbursed expenses.

Plaintiffs will retain the service of a court-registered Spanish language interpreter for witnesses testifying in their case-in-chief.

The parties expressly reserve any and all rights to call any witness(es) identified by the other party. The parties further reserve the right to call at trial any witness(es) necessary for rebuttal purposes whether or not previously identified.

B. **DEFENDANTS' WITNESSES**

In addition to those witnesses listed above, Defendants may call the following witnesses as part of their case:

Name	Address	Area(s) of Testimony
Edita D'Angelo	c/o Thomas Ricotta, Esq. One Old County Road Suite 347 Carle Place, NY 11514 (516) 873-9550	Defendant who will testify regarding the independent contractor status of multiple Plaintiffs, general testimony regarding Flamingo's business operations, as well as the allegations set forth in Plaintiffs' complaint.
Luis Alberto Ruiz	c/o Thomas Ricotta, Esq. One Old Country Road Suite 347 Carle Place, NY 11514 (516) 873-9550	Defendant who will testify regarding his employment at Flamingo, Flamingo's business operation, as well as the allegations in Plaintiffs' complaint.

X. **DEPOSITION TESTIMONY**

Plaintiffs designate for offering at trial as part of their case-in-chief the deposition testimony of witnesses as set forth in ***Appendix B***. The parties expressly reserve any and all rights to amend and/or modify the list of designated deposition testimony, and to use any portion of any deposition testimony (designated or undesignated) for impeachment or rebuttal purposes and for the purpose of laying foundation for the admissibility of exhibits, or where good cause is shown. Defendants object to the designation of deposition testimony for any Plaintiff who does not appear to testify in person at trial. Furthermore, if appropriate, Defendants reserve the right to object to Plaintiffs' depositions designations at trial, and reserves the right to amend the joint pretrial order with cross designations, if deemed appropriate.

Plaintiffs object to Defendants' reservation of rights to amend the joint pretrial order with cross examinations and objections. Judge Matsumoto's individual practice rules for pretrial procedures require that the Joint Pretrial submission include designations to deposition testimony as well as cross-designations and objections to any such testimony. By choosing not to designate any deposition testimony or object to any testimony designated by the Plaintiffs, Defendants have waived their right to do so. To the extent, however, the Court allows Defendants to designate deposition testimony or object to Plaintiffs' designated testimony at a later date, Plaintiffs reserve any and all rights to cross designate testimony and submit objections.

XI. **EXHIBITS**

Plaintiffs respectfully refer the Court to ***Appendix C***. Plaintiffs expressly reserve any and all rights to amend and/or modify the list of exhibits.

Dated: July 18, 2011

By: ___/s/ Thomas Ricotta____
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Thomas Ricotta, Esq.
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By:__/s/ Jennie Woltz___
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MAKE THE ROAD NEW YORK, INC.
Elizabeth Wagoner (EW 2101)
92-10 Roosevelt Ave.
Elmhurst, NY 11372
(718) 565-8500, ext. 4425

Deborah Axt (DA 4885)
Amy Carroll (AC 5640)
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(718) 418-7690

URBAN JUSTICE CENTER
David Colodny (DC 4234)
123 William Street, 16th Floor
New York, NY 10038
(646) 459-3006

SO ORDERED:___________________________________
HONORABLE KIYO A. MATSUMOTO

APPENDIX A

Dancer Plaintiffs' Damages Computations
(All Numbers Are Approximate)

Name	Start Date	End Date	# of wks	Hrs per wk	Entrance Fees per week	Days per wk w/ 10+ hrs	Wage per wk	Actual hourly rate	NY Min. Wage	Weekly Uniform Laundering	Min. Wage Dam.	Overtime Dam.	Entrance Fee Damages	Weekly laundering damages	FLSA Liq. Dam.	NY Spread hrs Dam.	NY Liq. Dam.	NY Pre-Judgement Int.	Sub-totals	Totals
Zulma Abrego	3/14/2004	12/31/2004	42.00	41	$0.00	1	$0	$0.00	$5.15	$6.40	$8,868.30	$108.15	$0.00	$268.80	$0.00	$216.30	$2,365.39	$5,748.37	$17,575.30	$146,672.15
	1/1/2005	4/10/2005	14.00	41	$0.00	1	$0	$0.00	$6.00	$7.45	$3,444.00	$42.00	$0.00	$104.30	$0.00	$84.00	$918.58	$2,059.40	$6,652.28	
	4/11/2005	12/31/2005	38.00	41	$0.00	1	$0	$0.00	$6.00	$7.45	$9,348.00	$114.00	$0.00	$283.10	$9,462.00	$228.00	$2,493.28	$121.26	$22,049.64	
	1/1/2006	12/31/2006	52.00	41	$50.00	1	$0	$0.00	$6.75	$8.40	$14,391.00	$175.50	$2,600.00	$436.80	$17,166.50	$351.00	$4,488.58	$159.42	$39,768.80	
	1/1/2007	9/15/2007	37.00	41	$50.00	1	$0	$0.00	$7.15	$8.90	$10,846.55	$132.28	$1,850.00	$329.30	$12,828.83	$264.55	$3,355.67	$99.84	$29,707.01	
	9/16/2007	10/24/2007	5.00	41	$55.00	1	$0	$0.00	$7.15	$8.90	$1,465.75	$17.88	$275.00	$44.50	$1,758.63	$35.75	$459.72	$12.18	$4,069.40	
	11/1/2007	6/20/2008	33.00	41	$55.00	1	$0	$0.00	$7.15	$8.90	$9,673.95	$117.98	$1,815.00	$293.70	$11,606.93	$235.95	$3,034.14	$72.08	$26,849.73	
Floricelda Alonzo	11/1/2002	1/31/2004	65.00	46	$0.00	2	$0	$0.00	$5.15	$6.40	$15,398.50	$1,004.25	$0.00	$416.00	$0.00	$669.50	$4,372.06	$12,430.94	$34,291.25	$81,343.32
	5/1/2006	12/31/2006	35.00	46	$50.00	2	$0	$0.00	$6.75	$8.40	$10,867.50	$708.75	$1,750.00	$294.00	$13,326.25	$472.50	$3,523.19	$207.62	$31,149.80	
	1/1/2007	4/30/2007	17.00	46	$50.00	2	$0	$0.00	$7.15	$8.90	$5,591.30	$364.65	$850.00	$151.30	$6,805.95	$243.10	$1,800.09	$95.88	$15,902.27	
Mercedes Bonifacio	3/15/2004	12/26/2004	41.00	38	$0.00	1	$0	$0.00	$5.15	$6.40	$8,023.70	$0.00	$0.00	$262.40	$0.00	$211.15	$2,124.31	$5,153.44	$15,775.00	$69,351.86
	1/17/2005	3/15/2005	8.00	38	$0.00	1	$0	$0.00	$6.00	$7.45	$1,824.00	$0.00	$0.00	$59.60	$0.00	$48.00	$482.90	$1,082.20	$3,496.70	
	3/16/2006	12/31/2006	41.00	38	$50.00	1	$0	$0.00	$6.75	$8.40	$10,516.50	$0.00	$2,050.00	$344.40	$12,566.50	$276.75	$3,296.91	$123.17	$29,174.24	
	1/1/2007	7/15/2007	28.00	38	$50.00	1	$0	$0.00	$7.15	$8.90	$7,607.60	$0.00	$1,400.00	$249.20	$9,007.60	$200.20	$2,364.25	$77.08	$20,905.93	
Nancy Cruz	4/10/2002	7/15/2002	14.00	45.5	$0.00	0	$0	$0.00	$5.15	$6.40	$3,280.55	$198.28	$0.00	$89.60	$0.00	$0.00	$892.11	$2,863.31	$7,323.84	$135,692.03
	7/16/2002	7/15/2004	104.00	59.5	$0.00	0	$0	$0.00	$5.15	$6.40	$31,868.20	$5,222.10	$0.00	$665.60	$0.00	$0.00	$9,438.98	$26,741.60	$73,936.47	
	7/16/2004	12/31/2004	24.00	73.5	$0.00	7	$210	$2.86	$5.15	$6.40	$4,044.60	$2,070.30	$0.00	$153.60	$0.00	$865.20	$1,783.43	$4,258.05	$13,175.18	
	1/1/2005	4/10/2005	14.00	73.5	$0.00	7	$210	$2.86	$6.00	$7.45	$3,234.00	$1,407.00	$0.00	$104.30	$0.00	$588.00	$1,333.33	$3,016.42	$9,683.04	
	4/11/2005	5/15/2005	5.00	73.5	$0.00	7	$210	$2.86	$6.00	$7.45	$1,155.00	$502.50	$0.00	$37.25	$1,657.50	$210.00	$476.19	$117.65	$4,156.08	
	6/1/2005	12/31/2005	30.00	73.5	$0.00	7	$210	$2.86	$6.00	$7.45	$6,930.00	$3,015.00	$0.00	$223.50	$9,945.00	$1,260.00	$2,857.13	$662.22	$24,892.85	
	1/1/2006	1/31/2006	4.00	73.5	$50.00	7	$420	$5.71	$6.75	$8.40	$304.50	$452.25	$200.00	$33.60	$956.75	$189.00	$294.84	$93.62	$2,524.56	
Liliana Ruiz Fierro	4/10/2002	6/15/2004	114.00	32.5	$0.00	0	$0	$0.00	$5.15	$6.40	$19,080.75	$0.00	$0.00	$729.60	$0.00	$0.00	$4,952.59	$14,055.72	$38,818.65	$98,567.71
	6/15/2004	12/31/2004	28.00	48	$0.00	3	$0	$0.00	$5.15	$6.40	$6,921.60	$576.80	$0.00	$179.20	$0.00	$432.60	$2,027.55	$4,868.44	$15,006.19	
	1/1/2005	4/10/2005	14.00	48	$0.00	3	$0	$0.00	$6.00	$7.45	$4,032.00	$336.00	$0.00	$104.30	$0.00	$252.00	$1,181.08	$2,665.11	$8,570.48	
	4/11/2005	7/15/2005	14.00	48	$0.00	3	$0	$0.00	$6.00	$7.45	$4,032.00	$336.00	$0.00	$104.30	$4,368.00	$252.00	$1,181.08	$139.28	$10,412.66	
	8/15/2007	9/15/2007	4.00	45	$50.00	2	$0	$0.00	$7.15	$8.90	$1,287.00	$71.50	$200.00	$35.60	$1,558.50	$57.20	$412.83	$19.99	$3,642.62	
	9/16/2007	3/4/2008	24.00	45	$55.00	2	$0	$0.00	$7.15	$8.90	$7,722.00	$429.00	$1,320.00	$213.60	$9,471.00	$343.20	$2,506.95	$111.37	$22,117.12	
Patricia Gonzalez	7/15/2004	11/2/2004	16.00	38.5	$0.00	0	$0	$0.00	$5.15	$6.40	$3,172.40	$0.00	$0.00	$102.40	$0.00	$0.00	$818.70	$1,958.72	$6,052.22	$107,504.87
	12/12/2004	12/31/2004	3.00	38.5	$0.00	0	$0	$0.00	$5.15	$6.40	$594.83	$0.00	$0.00	$19.20	$0.00	$0.00	$153.51	$351.93	$1,119.46	
	1/1/2005	4/10/2005	14.00	38.5	$0.00	0	$0	$0.00	$6.00	$7.45	$3,234.00	$0.00	$0.00	$104.30	$0.00	$0.00	$834.58	$1,865.57	$6,038.45	
	4/11/2005	12/31/2005	38.00	38.5	$0.00	0	$0	$0.00	$6.00	$7.45	$8,778.00	$0.00	$0.00	$283.10	$8,778.00	$0.00	$2,265.28	$0.00	$20,104.38	
	1/1/2006	12/15/2006	50.00	38.5	$50.00	0	$0	$0.00	$6.75	$8.40	$12,993.75	$0.00	$2,500.00	$420.00	$15,493.75	$0.00	$3,978.44	$0.00	$35,385.94	
	1/1/2007	9/15/2007	37.00	38.5	$50.00	0	$0	$0.00	$7.15	$8.90	$10,185.18	$0.00	$1,850.00	$329.30	$12,035.18	$0.00	$3,091.12	$0.00	$27,490.77	
	9/16/2007	12/31/2007	15.00	38.5	$55.00	0	$0	$0.00	$7.15	$8.90	$4,129.13	$0.00	$825.00	$133.50	$4,954.13	$0.00	$1,271.91	$0.00	$11,313.66	
Berkey Lopez	8/1/2006	12/31/2006	22.00	47.5	$50.00	2	$0	$0.00	$6.75	$8.40	$7,053.75	$556.88	$1,100.00	$184.80	$8,710.63	$297.00	$2,298.11	$127.13	$20,328.29	$70,999.20
	1/1/2007	9/15/2007	37.00	47.5	$50.00	2	$0	$0.00	$7.15	$8.90	$12,566.13	$992.06	$1,850.00	$329.30	$15,408.19	$529.10	$4,066.65	$199.67	$35,941.10	
	9/16/2007	12/31/2007	15.00	47.5	$55.00	2	$0	$0.00	$7.15	$8.90	$5,094.38	$402.19	$825.00	$133.50	$6,321.56	$214.50	$1,667.39	$71.30	$14,729.81	
Nieve Lopez	1/1/2007	9/15/2007	37.00	43	$40.00	3	$0	$0.00	$7.15	$8.90	$11,375.65	$396.83	$1,480.00	$329.30	$13,252.48	$793.65	$3,593.86	$299.51	$31,521.27	$50,437.73
	9/16/2007	2/15/2008	22.00	43	$44.00	3	$0	$0.00	$7.15	$8.90	$6,763.90	$235.95	$968.00	$195.80	$7,967.85	$471.90	$2,158.89	$154.18	$18,916.46	

APPENDIX A

Rosa Damaris Lopez	4/15/2006	6/7/2006	8.00	50	$50.00	2	$0	$0.00	$6.75	$8.40	$2,700.00	$270.00	$400.00	$67.20	$3,370.00	$108.00	$886.30	$50.42	$7,851.92	$71,973.99
	7/5/2006	12/31/2006	26.00	50	$50.00	2	$0	$0.00	$6.75	$8.40	$8,775.00	$877.50	$1,300.00	$218.40	$10,952.50	$351.00	$2,880.48	$151.42	$25,506.29	
	1/1/2007	1/7/2007	1.00	50	$50.00	2	$0	$0.00	$7.15	$8.90	$357.50	$35.75	$50.00	$8.90	$443.25	$14.30	$116.61	$5.84	$1,032.15	
	1/21/2007	6/16/2007	21.00	50	$50.00	2	$0	$0.00	$7.15	$8.90	$7,507.50	$750.75	$1,050.00	$186.90	$9,308.25	$300.30	$2,448.86	$115.96	$21,668.52	
	7/18/2007	9/15/2007	8.00	30	$50.00	2	$0	$0.00	$7.15	$8.90	$1,716.00	$0.00	$400.00	$71.20	$2,116.00	$114.40	$575.40	$40.38	$5,033.38	
	9/16/2007	1/15/2008	17.00	30	$55.00	2	$0	$0.00	$7.15	$8.90	$3,646.50	$0.00	$935.00	$151.30	$4,581.50	$243.10	$1,243.98	$80.35	$10,881.73	
Marcia Lora	5/15/2004	12/31/2004	33.00	45	$0.00	2	$0	$0.00	$5.15	$6.40	$7,647.75	$424.88	$0.00	$211.20	$0.00	$339.90	$2,155.93	$5,196.17	$15,975.83	$65,724.32
	1/1/2005	4/10/2005	14.00	45	$0.00	2	$0	$0.00	$6.00	$7.45	$3,780.00	$210.00	$0.00	$104.30	$0.00	$168.00	$1,065.58	$2,398.60	$7,726.47	
	4/11/2005	12/31/2005	38.00	45	$0.00	2	$0	$0.00	$6.00	$7.45	$10,260.00	$570.00	$0.00	$283.10	$10,830.00	$456.00	$2,892.28	$242.53	$25,533.90	
	1/1/2006	5/15/2006	19.00	45	$50.00	2	$0	$0.00	$6.75	$8.40	$5,771.25	$320.63	$950.00	$159.60	$7,041.88	$256.50	$1,864.49	$123.77	$16,488.12	
Yohanna Martinez	2/15/2003	11/25/2003	40.00	32.5	$0.00	0	$0	$0.00	$5.15	$6.40	$6,695.00	$0.00	$0.00	$256.00	$0.00	$0.00	$1,737.75	$4,842.69	$13,531.44	$110,147.74
	1/29/2004	6/13/2004	19.00	36	$0.00	0	$0	$0.00	$5.15	$6.40	$3,522.60	$0.00	$0.00	$121.60	$0.00	$0.00	$911.05	$2,309.57	$6,864.82	
	8/16/2004	9/30/2004	6.00	37.5	$0.00	1	$0	$0.00	$5.15	$6.40	$1,158.75	$0.00	$0.00	$38.40	$0.00	$30.90	$307.01	$734.67	$2,269.73	
	10/1/2004	12/20/2004	11.00	41	$0.00	1	$0	$0.00	$5.15	$6.40	$2,322.65	$28.33	$0.00	$70.40	$0.00	$56.65	$619.51	$1,449.13	$4,546.66	
	1/21/2006	4/20/2006	13.00	53	$50.00	3	$0	$0.00	$6.75	$8.40	$4,650.75	$570.38	$650.00	$109.20	$5,871.13	$263.25	$1,560.89	$127.19	$13,802.79	
	4/21/2006	10/27/2006	27.00	50	$50.00	3	$0	$0.00	$6.75	$8.40	$9,112.50	$911.25	$1,350.00	$226.80	$11,373.75	$546.75	$3,036.83	$245.30	$26,803.17	
	10/28/2006	12/31/2006	9.00	41	$50.00	1	$0	$0.00	$6.75	$8.40	$2,490.75	$30.38	$450.00	$75.60	$2,971.13	$60.75	$776.87	$25.35	$6,880.81	
	1/1/2007	8/18/2007	33.00	41	$50.00	1	$0	$0.00	$7.15	$8.90	$9,673.95	$117.98	$1,650.00	$293.70	$11,441.93	$235.95	$2,992.89	$89.86	$26,496.25	
	9/27/2007	12/15/2007	11.00	41	$55.00	1	$0	$0.00	$7.15	$8.90	$3,224.65	$39.33	$605.00	$97.90	$3,868.98	$78.65	$1,011.38	$26.19	$8,952.07	
Grecia Nunez	2/1/2004	4/15/2004	11.00	38.5	$0.00	1	$0	$0.00	$5.15	$6.40	$2,181.03	$0.00	$0.00	$70.40	$0.00	$56.65	$577.02	$1,482.57	$4,367.66	$103,281.12
	4/16/2004	12/31/2004	37.00	40	$0.00	1	$0	$0.00	$5.15	$6.40	$7,622.00	$0.00	$0.00	$236.80	$0.00	$190.55	$2,012.34	$4,853.52	$14,915.21	
	1/1/2005	4/10/2005	14.00	40	$0.00	1	$0	$0.00	$6.00	$7.45	$3,360.00	$0.00	$0.00	$104.30	$0.00	$84.00	$887.08	$1,986.72	$6,422.09	
	4/11/2005	5/21/2005	6.00	40	$0.00	1	$0	$0.00	$6.00	$7.45	$1,440.00	$0.00	$0.00	$44.70	$0.00	$36.00	$380.18	$825.79	$2,726.67	
	6/1/2005	8/1/2005	9.00	40	$0.00	1	$0	$0.00	$6.00	$7.45	$2,160.00	$0.00	$0.00	$67.05	$2,160.00	$54.00	$570.26	$29.39	$5,040.71	
	8/7/2005	12/31/2005	21.00	40	$0.00	1	$0	$0.00	$6.00	$7.45	$5,040.00	$0.00	$0.00	$156.45	$5,040.00	$126.00	$1,330.61	$65.18	$11,758.24	
	3/1/2006	7/31/2006	22.00	40	$50.00	1	$0	$0.00	$6.75	$8.40	$5,940.00	$0.00	$1,100.00	$184.80	$7,040.00	$148.50	$1,843.33	$69.17	$16,325.79	
	10/1/2006	12/31/2006	13.00	40	$50.00	1	$0	$0.00	$6.75	$8.40	$3,510.00	$0.00	$650.00	$109.20	$4,160.00	$87.75	$1,089.24	$36.90	$9,643.09	
	1/1/2007	2/28/2007	8.00	40	$50.00	1	$0	$0.00	$7.15	$8.90	$2,288.00	$0.00	$400.00	$71.20	$2,688.00	$57.20	$704.10	$22.99	$6,231.49	
	5/1/2007	9/14/2007	19.00	40	$50.00	1	$0	$0.00	$7.15	$8.90	$5,434.00	$0.00	$950.00	$169.10	$6,384.00	$135.85	$1,672.24	$49.27	$14,794.46	
	9/16/2007	11/23/2007	10.00	40	$55.00	1	$0	$0.00	$7.15	$8.90	$2,860.00	$0.00	$550.00	$89.00	$3,410.00	$71.50	$892.63	$24.10	$7,897.23	
	12/2/2007	12/31/2007	4.00	40	$55.00	1	$0	$0.00	$7.15	$8.90	$1,144.00	$0.00	$220.00	$35.60	$1,364.00	$28.60	$357.05	$9.23	$3,158.48	
Diana Trejos	2/10/2006	12/31/2006	46.00	48	$50.00	2	$0	$0.00	$6.75	$8.40	$14,904.00	$1,242.00	$2,300.00	$386.40	$18,446.00	$621.00	$4,863.35	$278.99	$43,041.74	$98,633.22
	1/1/2007	9/15/2007	37.00	48	$50.00	2	$0	$0.00	$7.15	$8.90	$12,698.40	$1,058.20	$1,850.00	$329.30	$15,606.60	$529.10	$4,116.25	$199.67	$36,387.52	
	9/16/2007	10/31/2007	6.00	48	$55.00	2	$0	$0.00	$7.15	$8.90	$2,059.20	$171.60	$330.00	$53.40	$2,560.80	$85.80	$675.00	$29.16	$5,964.96	
	11/1/2007	2/7/2008	14.00	46	$55.00	2	$0	$0.00	$7.15	$8.90	$4,604.60	$300.30	$770.00	$124.60	$5,674.90	$200.20	$1,499.93	$64.47	$13,238.99	
Olfa Licet Velasquez	4/15/2003	2/15/2004	44.00	32.5	$0.00	0	$0.00	$0.00	$5.15	$6.40	$7,364.50	$0.00	$0.00	$281.60	$0.00	$0.00	$1,911.53	$5,198.93	$14,756.56	$88,121.66
	2/16/2004	9/15/2004	30.00	36	$0.00	1	$0.00	$0.00	$5.15	$6.40	$5,562.00	$0.00	$0.00	$192.00	$0.00	$154.50	$1,477.13	$3,669.05	$11,054.68	
	7/15/2005	12/31/2005	24.00	40	$0.00	1	$0.00	$0.00	$6.00	$7.45	$5,760.00	$0.00	$0.00	$178.80	$0.00	$144.00	$1,520.70	$3,070.97	$10,674.47	
	1/1/2006	12/31/2006	52.00	40	$50.00	1	$0.00	$0.00	$6.75	$8.40	$14,040.00	$0.00	$2,600.00	$436.80	$0.00	$351.00	$4,356.95	$7,717.17	$29,501.92	
	1/1/2007	12/15/2007	50.00	40	$50.00	1	$0.00	$0.00	$7.15	$8.90	$14,300.00	$0.00	$2,500.00	$445.00	$0.00	$357.50	$4,400.63	$130.90	$22,134.03	
Totals											$516,984.75	$27,915.28	$49,718.00	$15,294.15	$374,112.25	$17,436.20	$156,837.09	$140,153.21	$1,298,450.93	$1,298,450.93

APPENDIX A

NOTE:

* The chart above was created by Plaintiffs' attorneys and are based on information available at this time. Plaintiffs reserve the right to revise this chart as new information becomes available.

* The following items are not included in the chart above: Attorneys' fees and costs; fees and fines paid by Dancers for absences or lateness; amounts paid by Dancers for theme-night-required costumes; and locker fees paid by Dancers. It also does not calculate damages for battery brought by Plaintiffs Trejos, R. Lopez, B. Lopez, and Fierro. Plaintiffs reserve the right to seek these amounts at trial.

* This chart assumes the applicability of the Fair Labor Standards Act and New York Labor Law statutes of limitations of 3 years and 6 years, respectively. However, as Plaintiffs have alleged Equitable Tolling of the statutes of limitations in their Complaint, Plaintiffs reserve the right to do so at trial.

* This chart is calculated as of July 18, 2011. Pre-judgment interest due to Plaintiffs increases each day.

APPENDIX B

PLAINTIFFS' DEPOSITION DESIGNATIONS

A. **Widmar Mejia Chacon**

1. March 27, 2009

Deponent Widmar Mejia Chacon Deposition Date: March 27, 2009	
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2. June 30, 2010

Deponent Widmar Mejia Chacon Deposition Date: June 30, 2010	
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34:10	35:7
35:16	35:21
36:6	36:9
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B. **Edith D'Angelo**

1. February 11, 2009

Deponent Edith D'Angelo Deposition Date: February 11, 2009	
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Deponent Edith D'Angelo Deposition Date: February 11, 2009	
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76:9	76:14
77:4	77:14
78:8	78:25
89:7	89:16
91:9	91:19
92:16	92:25
93:20	94:13
95:2	96:21
97:10	99:4
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99:23	100:5
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Deponent Edith D'Angelo Deposition Date: February 11, 2009	
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128:6	131:2
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2. March 10, 2009

Deponent Edith D'Angelo Deposition Date: March 10, 2009	
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29:2	30:7
32:10	32:15
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Deponent Edith D'Angelo Deposition Date: March 10, 2009	
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59:23	62:19
63:3	69:5
71:16	77:25
78:2	81:25
82:12	82:15
83:12	86:21
88:9	88:16
89:6	91:22
95:4	95:22
96:16	97:2
98:21	99:7
103:10	104:2
106:19	107:8
108:25	109:25
112:15	114:10
119:5	119:15
121:21	125:14
126:22	130:16
131:14	132:6
134:22	136:10
136:14	136:17
139:13	143:14
149:4	155:11
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160:11	160:16
161:17	162:15
164:6	165:18
167:11	167:25
168:17	169:6
170:9	171:22
173:2	173:23
174:17	174:25
175:1	176:9
178:14	179:17
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Deponent Edith D'Angelo Deposition Date: March 10, 2009	
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3. May 28, 2009

Deponent Edith D'Angelo Deposition Date: May 28, 2009	
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25:12	26:12
27:5	27:12
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45:11	47:25
49:3	52:7
54:17	56:11
56:19	57:7
57:16	59:12
59:20	61:3
64:9	65:19
65:22	69:10
70:24	76:22
78:10	79:22
81:7	81:25
82:10	82:15
83:2	83:7
86:15	88:20
89:2	92:11
92:24	93:14
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Deponent Edith D'Angelo Deposition Date: May 28, 2009	
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152:25	153:5
157:17	157:25
158:18	162:7
163:3	167:24
169:23	170:5
170:24	172:4
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177:1	178:22
192:19	197:25
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204:24	208:12
208:15	209:2
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4. October 1, 2009

Deponent Edith D'Angelo Deposition Date: October 1, 2009	
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26:23	29:5
29:7	34:5
35:21	35:24
45:11	45:25
46:2	46:9
51:3	54:13
55:18	58:23
60:2	60:5
60:10	61:24
63:9	65:14
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Deponent Edith D'Angelo Deposition Date: October 1, 2009	
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5. October 2, 2009

Deponent Edith D'Angelo Deposition Date: October 2, 2009	
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23:24	26:13
27:6	27:8
28:25	29:23
31:17	31:20
33:2	33:5
33:9	38:13
41:9	44:24
45:18	52:14
53:11	55:14
56:14	58:6
63:6	65:25
66:25	70:10
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6. October 27, 2009

Deponent Edith D'Angelo Deposition Date: October 27, 2009	
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Deponent Edith D'Angelo Deposition Date: October 27, 2009	
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40:3	41:12
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45:5	47:2
47:11	48:8
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52:14	54:23
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62:19	64:13
64:22	66:2
68:6	75:16
77:2	77:12
78:8	79:3
79:18	82:1
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C. **Juliette Gomez**

1. October, 27, 2009

Deponent Juliette Gomez Deposition Date: October 27, 2009	
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D. **Luis Alberto Ruiz**

1. June 4, 2009

Deponent Luis Alberto Ruiz Deposition Date: June 4, 2009	
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36:23	38:3
40:8	41:9
42:5	42:8
43:20	48:17
48:19	55:10
52:9	52:11
52:18	52:20
58:17	58:23
59:9	60:6
61:8	61:12
61:18	61:23
62:6	62:17
62:23	63:9
64:9	64:16
64:21	64:25
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141:21	142:9
156:1	158:16
158:19	158:21
159:15	160:12
161:4	161:15
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162:3	162:18
165:13	165:22
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169:17	169:21
169:17	169:21
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174:8	175:4
179:8	179:9
179:19	180:9
180:14	180:14
181:9	181:11
183:11	184:8
188:23	189:3
189:14	191:2
191:18	192:2
191:15	193:23
195:8	195:18
196:17	197:25
199:6	199:22
200:17	200:21
206:3	211:21
216:24	217:2
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APPENDIX B

2. October 26, 2009

Deponent Luis Alberto Ruiz Deposition Date: October 26, 2009	
Begin Page/Line	End Page/Line
8:6	8:12
8:20	9:7
9:12	9:15
9:25	10:23
13:2	14:2
14:23	15:5
16:5	16:9
16:18	16:24
21:13	22:15
24:20	25:16
28:3	28:13
30:8	30:25
41:13	41:19
49:12	49:14
50:7	50:9
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APPENDIX C

Plaintiffs' Exhibit List					
Exhibit No.	**Bates**	**Date**	**Description**	**Defendants' Objection(s)**	**Stipulated**[5]
			Pictures		
PX1	TREJOS000001	4/2/2007	Picture of Widmar Chacon with d.j. equipment	Relevance, Authenticity	
PX2	TREJOS000002	1/1/2005	Picture of a woman in costume.	Relevance, Authenticity	
PX3	TREJOS000003	1/1/2005	Picture of a man and a woman.	Relevance, Authenticity	
PX4	TREJOS000004	1/1/2005	Picture of two men and a woman.	Relevance, Authenticity	
PX5	TREJOS000008	1/1/2005	Picture of a woman in a costume.	Relevance, Authenticity	
PX6	TREJOS000011	1/1/2005	Picture of a man with headphones.	Relevance, Authenticity	
PX7	TREJOS000012	7/2/2008	Advertisement for Flamingo.	Relevance, Authenticity	
PX8	TREJOS000013	7/2/2008	Advertisement for Flamingo.	Relevance, Authenticity	
PX9	TREJOS000031		Picture of a woman.	Relevance, Authenticity	
PX10	TREJOS000033		Picture of a woman.	Relevance, Authenticity	
PX11	TREJOS000037		Picture of a woman.	Relevance, Authenticity	
PX12	TREJOS000041		Picture of a woman.	Relevance, Authenticity	
PX13	TREJOS000044		Picture of four men.	Relevance, Authenticity	
PX14	TREJOS000059	8/1/2005	Picture of a woman.	Relevance, Authenticity	
PX15	TREJOS000060	8/1/2005	Picture of a woman.	Relevance, Authenticity	
PX16	TREJOS000061	1/1/2005	Picture of a woman.	Relevance, Authenticity	
PX17	TREJOS000085		Picture of a woman and a man.	Relevance, Authenticity	

[5] Exhibits stipulated to between the parties are hereby offered into evidence without objection. The admissibility of exhibits which are not stipulated to are to be determined on an exhibit-by-exhibit basis at trial.

APPENDIX C

Plaintiffs' Exhibit List					
Exhibit No.	Bates	Date	Description	Defendants' Objection(s)	Stipulated[5]
PX18	TREJOS000087		Picture of a woman.	Relevance, Authenticity	
PX19	TREJOS000089		Picture of a woman.	Relevance, Authenticity	
PX20	TREJOS000091		Picture of a woman and a man.	Relevance, Authenticity	
PX21	TREJOS000095		Picture of a woman.	Relevance, Authenticity	
PX22	TREJOS000096		Picture of a woman.	Relevance, Authenticity	
PX23	TREJOS000101		Picture of a group of people around a cake.	Relevance, Authenticity	
PX24	TREJOS000102		Picture of two women and a man.	Relevance, Authenticity	
PX25	TREJOS000104	5/29/2008	Picture of locker/changing room.	Relevance, Authenticity	
PX26	TREJOS000105	5/29/2008	Picture of locker/changing room.	Relevance, Authenticity	
PX27	TREJOS000106	4/23/2008	Picture of locker/changing room.	Relevance, Authenticity	
PX28	TREJOS000107	5/29/2008	Picture of locker/changing room.	Relevance, Authenticity	
PX29	TREJOS000108	4/23/2008	Picture of locker/changing room.	Relevance, Authenticity	
PX30	TREJOS000417		Picture of 3 women	Relevance, Authenticity	
PX31	TREJOS000418	11/12/2007	Picture of women with a cake	Relevance, Authenticity	
PX32	TREJOS000420	7/14/2007	Picture of women with a cake	Relevance, Authenticity	
PX33	TREJOS000423	11/12/2007	Picture of women with a cake	Relevance, Authenticity	
PX34	TREJOS000426		Picture of 2 women	Relevance, Authenticity	
PX35	TREJOS000429		Picture of 3 women	Relevance, Authenticity	
PX36	TREJOS000430		Picture of a group of people	Relevance, Authenticity	
PX37	TREJOS000432	12/18/2006	Picture of 2 women	Relevance,	

APPENDIX C

Plaintiffs' Exhibit List					
Exhibit No.	**Bates**	**Date**	**Description**	**Defendants' Objection(s)**	**Stipulated[5]**
			wearing lingerie	Authenticity	
PX38	P-4180067		Picture of signs in club.	Relevance, Authenticity	
PX39	P-4180119		Picture of sign with Edith's phone numbers.	Relevance, Authenticity	
PX40	P-4180118		Picture of bathroom.	Relevance, Authenticity	
PX41	P-4180148		Picture of a computer.	Relevance, Authenticity	
PX42	P-4180149		Picture of a computer and printer.	Relevance, Authenticity	
PX43	P-4180150		Picture of a shredder.	Relevance, Authenticity	
Licenses and Business Records					
PX44	*0150-0152	4/21/1982	Edita's Bar & Restaurant, Inc. Certificate of Incorporation		X
PX45	*0153-0154	6/15/1989	Edita's Bar & Restaurant, Inc. receipt and Certification.		X
PX46	*0155		Certification of Edita's ownership of corporation.		X
PX47	*0227-0230		Blueprint of club.		
PX48	*0232		Fire Department Certificate of Fitness forms for Luis Ruiz and Edita D'Angelo		
PX49	*0233	2/6/2008	Place of Assembly permit for Edita's Bar & Restaurant		X
PX50	*0235	12/7/2006	Cabaret license.		X
PX51	*0236	3/1/2008	Liquor license.		
PX52	*0237	1/26/2007	Luis Ruiz food protection certificate		
Worker Schedules					
PX53	TREJOS000043		Calendar with what appears to be schedules		

APPENDIX C

Plaintiffs' Exhibit List					
Exhibit No.	**Bates**	**Date**	**Description**	**Defendants' Objection(s)**	**Stipulated**[5]
			for each dancer.		
PX54	*0001-0003		Dancer schedule		
PX55	*0100-0106		Dancer schedule.		
PX56	*0107-0113	6/1/2008	Dancer schedule.		
PX57	*0114-0120	7/6/2008	Dancer schedule.		
PX58	*0121-0127	7/6/?	Dancer schedule.		
PX59	*0128-0134	6/30/2008	Dancer schedule.		
PX60	*0137-0138	6/30/2008	Employee time and pay sheet.		
PX61	*0139-0145		Dancer schedule.		
PX62	*0318-0320		Dancer schedule.		
PX63	*0321-0322		Dancer schedule - hour sheet.		
PX64	*0323-0324		Dancer schedule - hour sheet.		
PX65	*0325-0326		Dancer schedule - hour sheet.		
PX66	*0327-0328		Dancer schedule - hour sheet.		
PX67	*0329-0330		Dancer schedule - hour sheet.		
PX68	*0331-0332		Dancer schedule - hour sheet.		
PX69	*0333-0334		Dancer schedule - hour sheet.		
PX70	*1826		Security Guards schedule.		
PX71	*1827		Waiter schedule.		
PX72	*1828		Barmaids schedule.		
Tax Documents					
2005					
PX73	*0009-0016		Edita's Bar & Restaurant, Inc. 2005 Federal Tax Return.		X
PX74	*0095-0097		Edita's Bar & Restaurant, Inc. Q1 2005 Federal Quarterly		X

APPENDIX C

Plaintiffs' Exhibit List					
Exhibit No.	**Bates**	**Date**	**Description**	**Defendants' Objection(s)**	**Stipulated**[5]
			Tax Return.		
PX75	*0098-0099		Edita's Bar & Restaurant, Inc. Q1 2005 NYS Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Return.		X
PX76	*0091-0092		Edita's Bar & Restaurant, Inc. Q2 2005 Federal Quarterly Tax Return.		X
PX77	*0093-0094		Edita's Bar & Restaurant, Inc. Q2 2005 NYS Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Return.		X
PX78	*0086-0088		Edita's Bar & Restaurant, Inc. Q3 2005 Federal Quarterly Tax Return.		X
PX79	*0089-0090		Edita's Bar & Restaurant, Inc. Q3 2005 NYS Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Return.		X
PX80	*0082-0083		Edita's Bar & Restaurant, Inc. Q4 2005 Federal Quarterly Tax Return.		X
PX81	*0084-0085		Edita's Bar & Restaurant, Inc. Q4 2005 NYS Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Return.		X

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Plaintiffs' Exhibit List					
Exhibit No.	**Bates**	**Date**	**Description**	**Defendants' Objection(s)**	**Stipulated[5]**
2006					
PX82	*0304		Luis Ruiz 2006 New York State Statement of Tax Overpayment		
PX83	*0017-0026		Edita's Bar & Restaurant, Inc. 2006 Federal Tax Return.		X
PX84	*0064-0065		Edita's Bar & Restaurant, Inc. 2006 Federal Unemployment Tax Return .		X
PX85	*0078-0079		Edita's Bar & Restaurant, Inc. Q1 2006 Federal Quarterly Tax Return.		X
PX86	*0080-0081		Edita's Bar & Restaurant, Inc. Q1 2006 NYS Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Return.		X
PX87	TREJOS_HCM_0000040		Edita's Bar & Restaurant, Inc. Q1 2006 NYS Sales Tax Return.		X
PX88	*0074-0075		Edita's Bar & Restaurant, Inc. Q2 2006 Federal Quarterly Tax Return.		X
PX89	*0076-0077		Edita's Bar & Restaurant, Inc. Q2 2006 NYS Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Return.		X
PX90	TREJOS_HCM_0000041		Edita's Bar & Restaurant, Inc. Q2 2006 NYS Sales Tax Return.		X

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Plaintiffs' Exhibit List					
Exhibit No.	Bates	Date	Description	Defendants' Objection(s)	Stipulated[5]
PX91	*0070-0071		Edita's Bar & Restaurant, Inc. Q3 2006 Federal Quarterly Tax Return.		X
PX92	*0072-0073		Edita's Bar & Restaurant, Inc. Q3 2006 NYS Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Return.		X
PX93	TREJOS_HCM_0000042-45		Edita's Bar & Restaurant, Inc. Q3 2006 NYS Sales Tax Return.		X
PX94	*0066-0067		Edita's Bar & Restaurant, Inc. Q4 2006 Federal Quarterly Tax Return.		X
PX95	*0068-0069		Edita's Bar & Restaurant, Inc. Q4 2006 NYS Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Return.		X
PX96	TREJOS_HCM_0000046		Edita's Bar & Restaurant, Inc. Q4 2006 NYS Sales Tax Return.		X
2007					
PX97	*0267-0295		Luis Ruiz 2007 Tax Returns		
PX98	*0302	1/1/2008	Luis Ruiz 2007 1098 Form for Bayside property.		
PX99	*0238-0252		Luis Ruiz 2007 NYS Tax Return		
PX100	*0157-0200	6/7/2008	Edita D'Angelo 2007 Federal Tax Return		X
PX101	*0201-0219		Edita D'Angelo 2007		X

APPENDIX C

Plaintiffs' Exhibit List

Exhibit No.	Bates	Date	Description	Defendants' Objection(s)	Stipulated[5]
			NYS Tax Return.		
PX102	*0220-0226		Edita D'Angelo 2007 Pennsylvania Tax Return.		X
PX103	*0337		Edith D'Angelo 2007 1098 Form for Dix Hills property.		X
PX104	TREJOS_HCM_0000018-30		Edita's Bar & Restaurant, Inc. 2007 Federal Tax Return.		X
PX105	*0046-0047		Edita's Bar & Restaurant, Inc. 2007 Federal Unemployment Tax Return .		X
PX106	*0060-0061		Edita's Bar & Restaurant, Inc. Q1 2007 Federal Tax Return.		X
PX107	*0062-0063		Edita's Bar & Restaurant, Inc. Q1 2007 NYS Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Return.		X
PX108	TREJOS_HCM_0000047		Edita's Bar & Restaurant, Inc. Q1 2007 NYS Sales Tax Return.		X
PX109	*0056-0057		Edita's Bar & Restaurant, Inc. Q2 2007 Federal Tax Return.		X
PX110	*0058-0059		Edita's Bar & Restaurant, Inc. Q2 2007 NYS Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Return.		X
PX111	TREJOS_HCM_0000048		Edita's Bar & Restaurant, Inc. Q2		X

APPENDIX C

Plaintiffs' Exhibit List

Exhibit No.	Bates	Date	Description	Defendants' Objection(s)	Stipulated[5]
			2007 NYS Sales Tax Return.		
PX112	*0052-0053		Edita's Bar & Restaurant, Inc. Q3 2007 Federal Tax Return.		X
PX113	*0054-0055		Edita's Bar & Restaurant, Inc. Q3 2007 NYS Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Return.		X
PX114	TREJOS_HCM_0000049		Edita's Bar & Restaurant, Inc. Q3 2007 NYS Sales Tax Return.		X
PX115	*0048-0049		Edita's Bar & Restaurant, Inc. Q4 2007 Federal Tax Return.		X
PX116	*0050-0051		Edita's Bar & Restaurant, Inc. Q4 2007 NYS Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Return.		X
PX117	TREJOS_HCM_0000050		Edita's Bar & Restaurant, Inc. Q4 2007 NYS Sales Tax Return.		X
2008					
PX118	TREJOS_HCM_0000004-18		Edita's Bar & Restaurant, Inc. 2008 Federal Tax Return.		X
PX119	TREJOS_HCM_0000100		Edita's Bar & Restaurant, Inc. 2008 Federal Unemployment Tax Return.		X
PX120	*0042		Edita's Bar & Restaurant, Inc. Q1		X

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Plaintiffs' Exhibit List					
Exhibit No.	Bates	Date	Description	Defendants' Objection(s)	Stipulated[5]
			2008 Federal Tax Return.		
PX121	*0043, 45		Edita's Bar & Restaurant, Inc. Q1 2008 NYS Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Return.		X
PX122	TREJOS_HCM_0000051		Edita's Bar & Restaurant, Inc. Q1 2008 NYS Sales Tax Return.		X
PX123	TREJOS_HCM_0000089-90		Edita's Bar & Restaurant, Inc. Q2 2008 Federal Tax Return.		X
PX124	TREJOS_HCM_0000092-94		Edita's Bar & Restaurant, Inc. Q2 2008 NYS Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Return.		X
PX125	TREJOS_HCM_0000052		Edita's Bar & Restaurant, Inc. Q2 2008 NYS Sales Tax Return.		X
PX126	TREJOS_HCM_0000095-96		Edita's Bar & Restaurant, Inc. Q3 2008 Federal Tax Return.		X
PX127	TREJOS_HCM_0000097-99		Edita's Bar & Restaurant, Inc. Q3 2008 NYS Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Return.		X
PX128	TREJOS_HCM_0000053-56		Edita's Bar & Restaurant, Inc. Q3 2008 NYS Sales Tax		X

APPENDIX C

Plaintiffs' Exhibit List					
Exhibit No.	**Bates**	**Date**	**Description**	**Defendants' Objection(s)**	**Stipulated**[5]
			Return.		
PX129	TREJOS_HCM_0000101		Edita's Bar & Restaurant, Inc. Q4 2008 Federal Tax Return.		X
PX130	TREJOS_HCM_0000102, 105-106		Edita's Bar & Restaurant, Inc. Q4 2008 NYS Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Return.		X
PX131	TREJOS_HCM_0000057-60		Edita's Bar & Restaurant, Inc. Q4 2008 NYS Sales Tax Return.		X
2009					
PX132	TREJOS_HCM_0000107		Edita's Bar & Restaurant, Inc. Q1 2009 Federal Tax Return.		X
PX133	TREJOS_HCM_0000109-111		Edita's Bar & Restaurant, Inc. Q1 2009 NYS Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Return.		X
PX134	TREJOS_HCM_0000061-64		Edita's Bar & Restaurant, Inc. Q1 2009 NYS Sales Tax Return.		X
PX135	TREJOS_HCM_0000112-113		Edita's Bar & Restaurant, Inc. Q2 2009 Federal Tax Return.		X
PX136	TREJOS_HCM_0000114-116		Edita's Bar & Restaurant, Inc. Q2 2009 NYS Quarterly Combined Withholding, Wage		X

APPENDIX C

Plaintiffs' Exhibit List					
Exhibit No.	**Bates**	**Date**	**Description**	**Defendants' Objection(s)**	**Stipulated[5]**
			Reporting, and Unemployment Insurance Return.		
PX137	TREJOS_HCM_0000065-68		Edita's Bar & Restaurant, Inc. Q2 2009 NYS Sales Tax Return.		X
PX138	TREJOS_HCM_0000117-118		Edita's Bar & Restaurant, Inc. Q3 2009 Federal Tax Return.		X
PX139	TREJOS_HCM_0000119-121		Edita's Bar & Restaurant, Inc. Q3 2009 NYS Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Return.		X
PX140	TREJOS_HCM_0000069-72		Edita's Bar & Restaurant, Inc. Q3 2009 NYS Sales Tax Return.		X
Phone Records					
PX141	SPEF00000001-2	12/9/07 - 4/30/08	Call Records for (631) 739-3180.	Relevance	
PX142	SPEF00000015	2/6/04 - 3/5/04	Call Records for (631) 739-3180.	Relevance	
PX143	SPEF00000004	3/6/04 - 4/5/04	Call Records for (631) 739-3180.	Relevance	
PX144	SPEF00000017	4/6/04 - 5/5/04	Call Records for (631) 739-3180.	Relevance,	
PX145	SPEF00000013	5/6/04 - 6/5/04	Call Records for (631) 739-3180.	Relevance	
PX146	SPEF00000011	6/6/04 - 7/5/04	Call Records for (631) 739-3180.	Relevance	
PX147	SPEF00000006	7/6/04 - 8/5/04	Call Records for (631) 739-3180.	Relevance	
PX148	SPEF00000021	8/6/04 - 9/5/04	Call Records for (631) 739-3180.	Relevance	
PX149	SPEF00000020	9/6/04 -	Call Records for (631)	Relevance	

APPENDIX C

Plaintiffs' Exhibit List					
Exhibit No.	Bates	Date	Description	Defendants' Objection(s)	Stipulated[5]
		10/5/04	739-3180.		
PX150	SPEF00000019	10/6/04 - 11/5/04	Call Records for (631) 739-3180.	Relevance	
PX151	SPEF00000008	11/6/04 - 12/5/04	Call Records for (631) 739-3180.	Relevance	
PX152	SPEF00000010	12/6/04 - 1/5/05	Call Records for (631) 739-3180.	Relevance	
PX153	SPEF00000009	1/6/05 - 2/5/05	Call Records for (631) 739-3180.	Relevance	
PX154	SPEF00000016	2/6/05 - 3/5/05	Call Records for (631) 739-3180.	Relevance	
PX155	SPEF00000005	3/6/05 - 4/5/05	Call Records for (631) 739-3180.	Relevance	
PX156	SPEF00000018	4/6/05 - 5/5/05	Call Records for (631) 739-3180.	Relevance	
PX157	SPEF00000014	5/6/05 - 6/5/05	Call Records for (631) 739-3180.	Relevance	
PX158	SPEF00000012	6/6/05 - 7/5/05	Call Records for (631) 739-3180.	Relevance	
PX159	SPEF00000007	7/6/05 - 8/5/05	Call Records for (631) 739-3180.	Relevance	
PX160	SPEF00000003	8/6/05 - 9/5/05	Call Records for (631) 739-3180.	Relevance	
PX161	SPEF00000035	9/6/05 - 10/5/05	Call Records for (631) 739-3180.	Relevance	
PX162	SPEF00000033	10/6/05 - 11/5/05	Call Records for (631) 739-3180.	Relevance	
PX163	SPEF00000025	11/6/05 - 12/5/05	Call Records for (631) 739-3180.	Relevance	
PX164	SPEF00000028	12/6/05 - 1/5/06	Call Records for (631) 739-3180.	Relevance	
PX165	SPEF00000027	1/6/06 - 2/5/06	Call Records for (631) 739-3180.	Relevance	
PX166	SPEF00000031	2/6/06 - 3/5/06	Call Records for (631) 739-3180.	Relevance	
PX167	SPEF00000023	3/6/06- 4/5/06	Call Records for (631) 739-3180.	Relevance	
PX168	SPEF00000032	4/6/06 - 5/5/06	Call Records for (631) 739-3180.	Relevance	

APPENDIX C

Plaintiffs' Exhibit List					
Exhibit No.	**Bates**	**Date**	**Description**	**Defendants' Objection(s)**	**Stipulated[5]**
PX169	SPEF00000030	5/6/06 - 6/5/06	Call Records for (631) 739-3180.	Relevance	
PX170	SPEF00000029	6/6/06 - 7/5/06	Call Records for (631) 739-3180.	Relevance	
PX171	SPEF00000024	7/6/06 - 8/5/06	Call Records for (631) 739-3180.	Relevance	
PX172	SPEF00000022	8/6/06 - 9/5/06	Call Records for (631) 739-3180.	Relevance	
PX173	SPEF00000036	9/6/06 - 10/5/06	Call Records for (631) 739-3180.	Relevance	
PX174	SPEF00000034	10/6/06 - 11/5/06	Call Records for (631) 739-3180.	Relevance	
PX175	SPEF00000026	11/6/06 - 12/5/06	Call Records for (631) 739-3180.	Relevance	
PX176	SPEF00000042	12/6/06 - 1/5/07	Call Records for (631) 739-3180.	Relevance	
PX177	SPEF00000041	1/6/07 - 2/5/07	Call Records for (631) 739-3180.	Relevance	
PX178	SPEF00000046	2/6/07 - 3/5/07	Call Records for (631) 739-3180.	Relevance	
PX179	SPEF00000038	3/6/07 - 4/5/07	Call Records for (631) 739-3180.	Relevance	
PX180	SPEF00000047	4/6/07 - 5/5/07	Call Records for (631) 739-3180.	Relevance	
PX181	SPEF00000045	5/6/07 - 6/5/07	Call Records for (631) 739-3180.	Relevance	
PX182	SPEF00000044	6/6/07 - 7/5/07	Call Records for (631) 739-3180.	Relevance	
PX183	SPEF00000039	7/6/07 - 8/5/07	Call Records for (631) 739-3180.	Relevance	
PX184	SPEF00000037	8/6/07 - 9/5/07	Call Records for (631) 739-3180.	Relevance	
PX185	SPEF00000049	9/6/07 - 10/5/07	Call Records for (631) 739-3180.	Relevance	
PX186	SPEF00000048	10/6/07 - 11/5/07	Call Records for (631) 739-3180.	Relevance	
PX187	SPEF00000040	11/6/07 - 12/5/07	Call Records for (631) 739-3180.	Relevance	

APPENDIX C

Plaintiffs' Exhibit List					
Exhibit No.	Bates	Date	Description	Defendants' Objection(s)	Stipulated[5]
PX188	SPEF00000043	12/6/07 - 1/5/08	Call Records for (631) 739-3180.	Relevance	
PX189	TREJOS000112-120	2/26/07 - 3/25/07	AT & T phone bill (in Spanish).	Relevance	
PX190	TREJOS000140-151	3/26/07 - 4/25/07	AT & T phone bill (in Spanish).	Relevance	
PX191	TREJOS000121-128	5/26/07 - 6/25/07	AT & T phone bill (in Spanish).	Relevance	
PX192	TREJOS000129-139	7/26/07 - 8/25/07	AT & T phone bill (in Spanish).	Relevance	
PX193	TREJOS000152-153	9/26/07 - 10/25/07	AT & T phone bill (in Spanish).	Relevance	
PX194	TREJOS000154-159	10/26/07 - 11/25/07	AT & T phone bill (in Spanish).	Relevance	
PX195	TREJOS000160-168	12/26/07 - 1/25/08	AT & T phone bill (in Spanish).	Relevance	
PX196	TREJOS000169-180	3/26/08 - 4/25/08	AT & T phone bill (in Spanish).	Relevance	
Hector Colon-Malavet					
PX197		2/24/2009	Notice of Deposition of Mr. Colon-Malavet.		
PX198		2/24/2009	Affidavit of Service for Notice of Deposition of Mr. Colon-Malavet.		
PX199		5/12/2009	Plaintiffs' Notice of Motion to Compel (Docket Entry No 42).		
PX200		5/12/2009	Declaration of Elizabeth Wagner in Support of Motion to Compel (Docket Entry No 43).		
PX201		10/20/2009	Deposition transcript for Mr. Colon-Malavet.		
PX202		11/10/2009	Order to Show Cause re: Mr. Colon-Malavet (Docket Entry No 58).		
PX203		11/10/2009	Affirmation of Jennie Woltz in Support of Order to Show Cause re: Mr. Colon-Malavet		

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Plaintiffs' Exhibit List					
Exhibit No.	Bates	Date	Description	Defendants' Objection(s)	Stipulated[5]
			(Docket Entry No 59).		
PX204		11/24/2009	Affidavit of Service for Order to Show Cause re: Mr. Colon-Malavet (Docket Entry No [60]).		
PX205		12/8/2009	Stipulation and Order to Adjourn Hearing on Order to Show Cause re: Mr. Colon-Malavet (Docket Entry No 61).		
PX206		1/19/2010	Letter from Mr. Colon-Malavet's attorney regarding production of documents.		
PX207		6/18/2010	Minute Entry for Telephone Conference before Judge Gold re: written deposition questions for Mr. Colon-Malavet.		
PX208		7/7/2010	Plaintiffs' Notice of Deposition of Mr. Colon-Malavet.		
PX209		7/7/2010	Certificate of Service of Notice of Deposition of Mr. Colon-Malavet.		
PX210			Exhibit A: Written Deposition Questions for Mr. Colon-Malavet.		
PX211		9/7/2010	Letter from Mr. Colon-Malavet's attorney to Judge Gold (Docket Entry No 69).		
PX212		9/27/2010	Letter from Mr. Colon-Malavet's attorney to Judge Gold (Docket Entry No 70].		
PX213		9/28/2010	Letter from attorney for Plaintiffs to Judge Gold (Docket Entry No 71).		
PX214		9/29/2010	Minute Entry for Order granting in part Mr.		

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Plaintiffs' Exhibit List

Exhibit No.	Bates	Date	Description	Defendants' Objection(s)	Stipulated[5]
			Colon-Malavet's request for an extension		
PX215		10/12/2010	Letter from Mr. Colon-Malavet's attorney to Judge Gold (Docket Entry No 72).		X
Miscellaneous					
PX216	TREJOS000082-84	12/24/2007	Olfa Velasquez receipts for costumes.	Authenticity	
PX217	*0135-0136		Liquor Inventory.		
PX218	*0303	1/4/2008	Luis Ruiz 2007 mortgage account activity		
PX219	*0485	11/1/2007	Doctor's note for Rosa Lopez	Authenticity	
PX220	*0495-0496	8/28/2008	Patricia Castro interview	Hearsay	
PX221	*1149		Handwritten notes.	Authenticity	
PX222	*1157		Handwritten notes.	Authenticity	
PX223	*1212		Handwritten notes.	Authenticity	
PX224	*1285		Handwritten notes.	Authenticity	
PX225	*1296		Handwritten notes.	Authenticity	
PX226	*1829	7/30/2001	Contract between Edith and Dante in Spanish re: promoters		X
PX227		3/4/2011	Parties' Stipulations of Fact and Law		
PX228		9/5/08	Defendants' Answer to Plaintiffs' First Amended Complaint		
PX229	TREJOS000045		VIP Flamingo Card		
PX230	*0004-*0008		Dancer schedule		
PX231	*0298		Luis Ruiz 2007 W2		

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Defendants' Exhibit List

Exhibit No.	Bates	Plaintiffs' Objection(s)	Stipulation
DXA	Trejos000043		X
DXB	Trejos000049-58	F.R.E. 401-403 (Relevance)	
DXC	Trejos000200-203	F.R.E. 401-403 (Relevance)	
DXD	Trejos000204-220	F.R.E. 401-403 (Relevance)	
DXE	Trejos000271-278	F.R.E. 401-403 (Relevance)	
DXF	Trejos000279-290	F.R.E. 401-403 (Relevance)	
DXG	Trejos000312-318	F.R.E. 401-403 (Relevance)	
DXH	Trejos000319-327	F.R.E. 401-403 (Relevance)	
DXI	Trejos000377-389	F.R.E. 401-403 (Relevance)	
DXJ	Trejos000390-402	F.R.E. 401-403 (Relevance)	
DXK	Trejos000403-415	F.R.E. 401-403 (Relevance)	
DXL	Trejos000436-444	F.R.E. 401-403 (Relevance)	
DXM	Trejos000445-457	F.R.E. 401-403 (Relevance)	
DXN	Trejos000458-468	F.R.E. 401-403 (Relevance)	
DXO	Trejos000469-484	F.R.E. 401-403 (Relevance)	
DXP	Trejos000487	F.R.E. 401-403 (Relevance)	
DXQ	Trejos000543-550	F.R.E. 401-403 (Relevance)	
DXR	Trejos_HCM_0000031-39		X
DXS	Trejos_HCM_0000018-30		X
DXT	Trejos_HCM_0000004-17		X
DXU	Trejos_HCM_0000040		X
DXV	Trejos_HCM_0000041		X
DXW	Trejos_HCM_0000042-45		X
DXX	Trejos_HCM_0000046-52		X
DXY	Trejos_HCM_0000053-56		X
DXZ	Trejos_HCM_0000057-60		X
DXAA	Trejos_HCM_0000074-85		X
DXBB	Trejos_HCM_0000086-88		X
DXCC	Trejos_HCM_0000089-94		X
DXDD	Trejos_HCM_0000095-99		X

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Defendants' Exhibit List			
Exhibit No.	**Bates**	**Plaintiffs' Objection(s)**	**Stipulation**
DXEE	Trejos_HCM_0000100-106		X
DXFF	Trejos_HCM_0000107-111		X
DXGG	Trejos_HCM_0000112-116		X
DXHH	Trejos_HCM_0000117-121		X
DXII	*0001-3		X
DXJJ	*0004-8		X
DXKK	*0009-16		X
DXLL	*0017-26		X
DXMM	*0027-41		X
DXNN	*0100-106		X
DXOO	*0107-113		X
DXPP	*0114-120		X
DXQQ	*0121-127		X
DXRR	*0128-134		X
DXSS	*0137-138		X
DXTT	*0139-145		X
DXUU	*0150-52		X
DXVV	*0155		X
DXWW	*0298		X
DXXX	*1829		X